

IN THE CIRCUIT COURT OF THE  
11TH JUDICIAL CIRCUIT IN AND  
FOR MIAMI-DADE COUNTY, FLORIDA

CASE NO.: 2018-002789-CA-01

J.L.W., a minor child, by and through his :  
next friend and adoptive mother, :  
T.B.W. :  
Petitioner/Plaintiff, :  
vs. :  
OUR KIDS OF :  
MIAMI-DADE/MONROE, INC. :  
Respondent/Defendant. :  
/

**AMENDED PETITION FOR WRIT OF MANDAMUS AND COMPLAINT**

The Petitioner/Plaintiff, J.L.W., a minor child, by and through his next friend and adoptive mother, T.B.W., by and through undersigned counsel, and pursuant to Florida Rule of Civil Procedure 1.630 and Chapters 119 and 39 of the Florida Statutes, petitions this Honorable Court for the issuance of his Petition for Writ of Mandamus, and hereby sues the Defendant, OUR KIDS OF MIAMI-DADE/MONROE, INC., and alleges:

**JURISDICTION AND VENUE**

1. This is an action for a writ of mandamus by Petitioner/Plaintiff to require Respondent/Defendant, OUR KIDS OF MIAMI-DADE/MONROE, INC., (hereinafter "OUR KIDS") to produce quality assurance monitoring reports and insurance related documents, pursuant to the provisions of Florida's Public Records Act (hereinafter "Act"), as set forth in Chapters 119 and 39 of the Florida Statutes, and this is a cause of action for damages that exceeds \$15,000.00, exclusive of attorney's fees, interests, and costs.

2. This Court has jurisdiction over the Petition for Writ of Mandamus pursuant to Article V, Section 5(b) of the Florida Constitution and Florida Rule of Civil Procedure 1.630.

3. Venue is appropriate in Miami-Dade County, Florida because the cause of action accrued here.

### **THE PARTIES**

4. At all times material hereto, Petitioner/Plaintiff (hereinafter "J.L.W."), whose date of birth is January 24, 2003, was a minor child in the care and custody of the State of Florida and Respondent/Defendant, OUR KIDS.

5. Due to J.L.W.'s status as a minor child, this action is being brought by his adoptive mother, T.B.W.

6. Due to the nature of the injuries J.L.W. suffered, J.L.W. is filing this action using a pseudonym.

7. Respondent/Defendant, OUR KIDS, is a corporation organized and existing under the laws of the State of Florida, and at all times material hereto, engaged in business in Miami-Dade County, Florida.

8. At all times material hereto, OUR KIDS was the lead agency for community-based care in Miami-Dade County, Florida, pursuant to §§ 409.1671 and/or 409.986, et. seq., Florida Statutes, and contracted with Florida Department of Children and Families (hereinafter "DCF") to provide foster care and related services to children in the custody of the State of Florida, including J.L.W.

9. At all times material hereto, OUR KIDS was an independent contractor of DCF with regard to its duty to operate the system of foster care and related services for children in Miami-Dade County, including providing an appropriate system of foster care placements and services.

10. At all times material hereto, OUR KIDS subcontracted out the provision of case management services in Miami-Dade County, although it retained the responsibility to ensure that children in its care and custody were appropriately placed and received appropriate services.

11. At all times material hereto, OUR KIDS was required to monitor the performance of its subcontracted providers to ensure compliance with applicable Florida Statutes, Florida Administrative Code rules, DCF Operating Procedures, OUR KIDS Policies and Procedures, and the common law, to ensure the health, welfare, and safety of children in the custody of the State of Florida, including J.L.W.

12. Pursuant to the contractual arrangements between OUR KIDS and DCF, at all times material hereto, OUR KIDS, through its agents and employees, was not acting as officers, employees, or agents of the State of Florida for purposes of § 768.28, Florida Statutes.

### **GENERAL ALLEGATIONS**

13. On or about February 20, 2013, J.L.W. was placed under the protective supervision of the State of Florida and OUR KIDS was assigned as the lead agency responsible for overseeing his case and providing foster care and related services to him.

14. At all times material hereto, OUR KIDS was the central Point of Contact for decision-making, for referring children for Level of Care Assessments, and for accessing other behavioral health assessments and mental health services as needed.

15. At all times material hereto OUR KIDS was required to:

- a. Provide consultation in accessing screening for mental health issues, professional assessments, and timely treatment at levels appropriate to the condition and severity of the child for children in out-of-home care;
- b. Manage the referral, quality, and tracking of Level of Care Assessments;
- c. Serve as a consultant in making timely, appropriate, and effective referrals to

- mental health and behavioral services;
- d. Provide assistance in obtaining clinical case consultation for especially complex cases;
- e. Manage the multi-disciplinary staffing process for placement in Specialized Therapeutic Foster Care; and
- f. Manage the process of referring children for initial Suitability Assessments for residential treatment facilities.

16. The purpose of the Level of Care Assessment was to, *inter alia*, provide recommendations for treatment and placement based upon professional judgment.

17. On or about December 20, 2013, OUR KIDS received a copy of J.L.W.'s Level of Care Assessment and knew that J.L.W. was diagnosed with, *inter alia*, Attention-Deficit/Hyperactivity Disorder and Conduct Disorder, and that he needed Therapeutic Behavioral On-Site Services, Behavior Management, a psychiatric evaluation, and targeted case management to address his mental health and behavioral needs and to ensure his safety.

18. OUR KIDS was required to ensure that recommendations from the Level of Care Assessment were complied with within thirty (30) days of being identified, but it failed to do so.

19. On or about December 30, 2013, J.L.W. was permanently removed from the custody of his biological mother and placed under the care, custody, and supervision of OUR KIDS.

20. On or before December 30, 2013, OUR KIDS was responsible for assisting in the decision about the best course of action for J.L.W., escalating J.L.W.'s case internally if there was concern for his safety and well-being, completing an initial Intake Assessment, completing a final Intake Assessment, reviewing all documents and information available for J.L.W., and making recommendations with respect to appropriate services and placement needs.

21. On or about December 30, 2013, due to its own failures in not creating an appropriate system of care with sufficient placements to meet the needs of foster children it served, OUR KIDS authorized placement of ten (10) year old J.L.W. in a Children's Home Society of Florida (hereinafter "CHS") group home despite knowledge that it was a dangerous placement, could not meet J.L.W.'s serious behavioral and mental health needs, could not meet J.L.W.'s immediate need for protection and safety, and that J.L.W. needed a higher level of care than the group home could provide.

22. At all times material hereto, OUR KIDS knew that the group home was a dangerous placement where young children's mental health deteriorated, at-risk behaviors escalated, and children were exposed to numerous other harms.

23. On or about February 7, 2014, OUR KIDS received written notice from DCF that it was responsible to correct numerous systemic deficiencies within OUR KIDS' system of care that OUR KIDS created by not having an appropriate continuum of care including, but not limited to, shortage of appropriate foster homes, overutilization of group care for young children, lack of timeliness in locating placements, and lack of targeted recruitment for new foster homes.

24. OUR KIDS knew that J.L.W. continued to display behavior problems in school and in the group home as evidenced by school suspensions for fighting, assignment to a special classroom to target his behaviors, fighting with other children and staff in the group home, and property destruction, that J.L.W.'s behaviors had worsened since being in foster care, that it was anticipated that his behaviors would continue to worsen if he did not receive necessary services and placement that could meet his needs, and that if J.L.W. was unable to be safely continued in the current group home environment, a more therapeutic placement should be considered.

25. On or about May 14, 2014, OUR KIDS acknowledged that, because it had failed to create sufficient placements, it had created a placement crisis in Miami-Dade County for children

assigned to licensed foster care and that there continued to be a shortage of safe placements for children within its system of care.

26. OUR KIDS knew that J.L.W.'s behaviors continued to escalate and his mental health continued to deteriorate while under its care as evidenced by continuous verbal and physical altercations in the group home, fights in school resulting in suspensions, aggression toward authority figures, and J.L.W.'s own statements that he did not want to be in his current placement and would do anything to get removed, but OUR KIDS failed to take action to increase J.L.W.'s services or find a safe, permanent placement for him.

27. In 2014, DCF facilitated a peer consultation to examine the Southern Region, the DCF catchment area where OUR KIDS was located, and advised OUR KIDS of the following systemic concerns regarding its child protection system of care:

- a. There was an absence of genuine partnership and trust among OUR KIDS and its subcontracted agencies;
- b. There was an absence of on-going leadership collaboration across OUR KIDS' system of care with a perception that the system lacked transparency while operating in a high pressure and critical environment;
- c. A high turnover in staff had resulted in an inexperienced workforce that affected the quality across the entire system of care;
- d. The licensing, recruitment and retention of foster homes had not been sufficient to meet projected goals and unable to support even a modest increase in need; and
- e. OUR KIDS needed to increase its oversight, support and accountability of case management services by implementing a robust information reporting system and reviewing performance levels closely and frequently.

28. On or about July 1, 2014, because of the placement crisis in Miami-Dade County, OUR KIDS assumed direct responsibility for the recruitment, licensing, training and support responsibility for all foster homes in Miami-Dade County, including therapeutic placements to meet the needs of the children it served.

29. Despite taking this responsibility back from its subcontracted agencies, there remained a shortage of foster homes in Miami-Dade County and a critical shortage of therapeutic placements resulting in the continued over use of group placements.

30. OUR KIDS knew that J.L.W.'s behavior and mental health continued to deteriorate in his group home and at school resulting in multiple Baker Acts; however, OUR KIDS failed to ensure J.L.W. received the services he required and a safe placement that could meet his needs.

31. As of January 1, 2015, OUR KIDS knew that J.L.W. still did not have a targeted case manager despite OUR KIDS being required to ensure this necessary service was in place as was recommended in J.L.W.'s Level of Care Assessment more than a year earlier.

32. On or about January 26, 2015, OUR KIDS facilitated a Multi-Disciplinary Staffing for J.L.W. which recommended that he be placed in a therapeutic setting.

33. It was OUR KIDS' responsibility to ensure that J.L.W. was immediately placed in a therapeutic placement that could meet his needs so his condition did not continue to deteriorate; however, OUR KIDS failed to do so and J.L.W. remained placed at the group home where his behavior and mental health continued to deteriorate.

34. On or about March 14, 2015, despite knowledge that J.L.W. required intensive services, placement in therapeutic foster care, and a higher level of care in order to meet his needs and ensure his safety, OUR KIDS placed J.L.W. in another CHS group home, a non-therapeutic placement, that could not meet J.L.W.'s immediate need for protection and safety.

35. At all times material hereto, OUR KIDS knew that the group home was a dangerous placement where young children's mental health deteriorated, at-risk behaviors escalated, and children were exposed to numerous other harms.

36. On or about March 18, 2015, OUR KIDS was Court Ordered to make efforts to find a therapeutic foster home for J.L.W. as recommended by J.L.W.'s therapist and provide a status to the Court regarding its efforts.

37. Rather than finding ways to recruit sufficient placements and comply with Court Orders, OUR KIDS instead launched an initiative to have alternative plans for each case and for DCF to object to court rulings for specific types of placements and/or services when they "would have a significant adverse impact on the system of care."

38. In March 2015, OUR KIDS no longer delegated responsibility for placements of all children in the system of care in Miami-Dade County, including J.L.W., taking this function away from its subcontracted providers and being directly responsible for ensuring all children within its system of care were in appropriate, safe placements based on professional judgment.

39. On or about April 21, 2015, despite knowledge of J.L.W.'s continued deterioration in behavior, a recommendation for therapeutic services and placement, and a Court Order requiring that J.L.W. be placed in a therapeutic placement, OUR KIDS placed J.L.W. in yet another CHS group home which was a non-therapeutic placement that could not meet J.L.W.'s immediate need for protection and safety.

40. At all times material hereto, OUR KIDS knew that the group home was a dangerous placement where young children's mental health deteriorated, at-risk behaviors escalated, and children were exposed to numerous other harms.

41. Between April 2015 and May 2015, OUR KIDS knew that J.L.W. was suspended from school at least four more times due to his behaviors which continued to escalate, the police

were called because J.L.W. brought a box cutter to school, and J.L.W. continued to fight with other group home residents.

42. In May 2015, despite knowledge of J.L.W.'s increased need for behavioral and therapeutic services, OUR KIDS allowed for J.L.W.'s behavioral analyst services to be discontinued.

43. On or about August 12, 2015, OUR KIDS facilitated a Multi-Disciplinary staffing for J.L.W. and despite all of J.L.W.'s deteriorating behavioral and mental health issues, and in direct violation of a Court Order ordering him to be placed in a therapeutic placement five (5) months earlier, OUR KIDS recommended that J.L.W. not be placed in a specialized therapeutic foster home.

44. On or about August 17, 2015, OUR KIDS knew that J.L.W. continued to exhibit maladaptive behaviors, had difficulty focusing and managing his impulsivity, and that it was again professionally recommended that J.L.W. receive behavioral services and be placed in a therapeutic placement that could better meet his behavioral and emotional needs; however, OUR KIDS continued to fail to ensure that J.L.W received the necessary services and level of care, and therapeutic placement he required.

45. In October 2015, OUR KIDS knew that J.L.W. had begun to engage in delinquent behavior resulting in criminal charges, that he continued to get into verbal and physical altercations with group home residents, and that he ran away from the group home at least once; however, OUR KIDS continued to fail to ensure that J.L.W received the necessary services, level of care, and therapeutic placement he required and which was Court ordered.

46. In December 2015, OUR KIDS knew that J.L.W. posted suicidal ideations on social media, was arrested for fighting with another group home resident, and it had been

professionally recommended that J.L.W. be placed in a long-term behavior program that could address his now delinquent behavior.

47. In the twenty-three (23) months J.L.W. had been under the care, custody, and supervision of OUR KIDS, OUR KIDS knew that J.L.W. had been in at least three (3) group homes and a shelter; his behavior had escalated as evidenced by numerous fights, school suspensions, and arrests; his mental health had deteriorated as evidenced by Baker Acts; and he required additional behavioral services and placement in a therapeutic environment; however, OUR KIDS failed to ensure that he received said services and placement to protect J.L.W.

48. On December 20, 2015, OUR KIDS knew that a group home house parent provoked and actively encouraged a fight between J.L.W. and another group home resident which was videotaped and depicts J.L.W. getting viciously attacked as he tried to defend himself while the group home house parent stood there watching and doing nothing to help J.L.W. or intervene in any way.

49. J.L.W. was Baker Acted following the fight for the fourth time since being placed in the care, custody, and supervision of OUR KIDS.

50. On or about December 23, 2015, when J.L.W. was discharged from the Baker Act, rather than placing him in the therapeutic setting he needed and the Court ordered nine (9) months prior, OUR KIDS placed J.L.W. in yet another CHS group home, a non-therapeutic placement, that could not meet J.L.W.'s immediate need for protection and safety.

51. On or about January 7, 2016, after receiving a copy of the video depicting the fight, the dependency Judge held an emergency hearing, ordered OUR KIDS' CEO to attend, and inquired into what OUR KIDS was doing about the ineptness in its group homes and if it was going to shut the group home down. Contrary to the Court Order the OUR KIDS' CEO did not attend this hearing.

52. The dependency judge told OUR KIDS that J.L.W. came into the system due to abuse and neglect and instead of experiencing refuge, he, and other children like him, was subjected to more abuse and neglect at the hands of inept agencies who throw them in these group homes with incompetent people who stand around watching them have cockfights.

53. The dependency judge made findings and condemned OUR KIDS' system of care calling it "irreparably broken" and finding it to be an "over-delegated" "inefficient bureaucracy" with "lack of accountability" that cannot deliver high quality level of care to all dependent children in Miami-Dade County, and stating there is so much delegation and finger pointing between agencies that nobody thinks they are responsible for anything including compliance with Court Orders.

54. The dependency judge admonished OUR KIDS for disregarding the Court's Order to get J.L.W. services and placement and informed OUR KIDS that what happened with J.L.W. was "simply unacceptable" and "a comedy of ineptitude and error from the beginning all the way down, which is going to damage the child permanently."

55. The dependency judge further made factual findings and condemned OUR KIDS for not only subjecting J.L.W. to physical torment and injury from the fight and failing to protect him, but for then having him Baker Acted which caused him even further trauma and will permanently be on his record.

56. The dependency Judge made factual findings and condemned OUR KIDS for allowing J.L.W., and other children like him, to reside in group homes, which are supposed to be short term "bridge" placements, for years because OUR KIDS has far too few "foster homes."

57. Rather than immediately ensuring that J.L.W. was placed in a therapeutic foster home that could meet his needs and ensure his safety, OUR KIDS allowed J.L.W. to remain at the group home.

58. On or about January 29, 2016, J.L.W. was removed from the group home due to aggressive behavior, but rather than placing him in a therapeutic placement as had been professionally recommended and Court ordered, OUR KIDS placed him in a traditional foster home, a non-therapeutic placement, that could not meet J.L.W.'s immediate need for protection and safety.

59. On or about February 12, 2016, OUR KIDS knew that J.L.W. was arrested for battery on a school employee; however, rather than ensuring that J.L.W. was immediately placed in a therapeutic placement as had been professionally recommended and Court ordered, OUR KIDS allowed him to remain placed in a traditional foster home, a non-therapeutic placement, that could not meet J.L.W.'s immediate need for protection and safety.

60. On or about February 19, 2016, after an abuse report was received alleging abuse and neglect against the foster parent, J.L.W. was removed from the traditional foster home, but rather than placing him in a therapeutic placement as had been professionally recommended and Court ordered, OUR KIDS placed him in a traditional temporary foster home, a non-therapeutic placement, that could not meet J.L.W.'s immediate need for protection and safety.

61. On or about February 22, 2016, rather than placing J.L.W. in a therapeutic placement as had been professionally recommended and Court ordered, OUR KIDS placed him in an emergency shelter, a non-therapeutic placement, that could not meet J.L.W.'s immediate need for protection and safety.

62. J.L.W. remained placed at the emergency shelter, which was supposed to be a temporary placement, for nearly four months during which time his behaviors continued to escalate and his mental health continued to deteriorate as evidenced by continued aggression, physical altercations with staff and law enforcement, poor grades and poor behavior in school, and threats toward shelter employees.

63. On or about February 25, 2016, OUR KIDS received a copy of J.L.W.'s Suitability Assessment which recommended that J.L.W. be placed in an alternative placement to meet his specific behavioral and mental health needs; however, OUR KIDS failed to ensure he received such placement.

64. On or about March 29, 2016, OUR KIDS facilitated a Multi-Disciplinary staffing, and despite its knowledge of J.L.W.'s deterioration in care, professional recommendations for therapeutic placement, and a Court Order a year prior for therapeutic placement which had still not been obtained, OUR KIDS recommended that J.L.W. be placed in a traditional foster home with a "male figure" and no more than one other child in the home, yet OUR KIDS still allowed J.L.W. to languish at the emergency shelter.

65. On or about May 7, 2016, J.L.W. as Baker Acted for the fifth time since being placed in OUR KIDS care, custody, and supervision.

66. On or about May 11, 2016, OUR KIDS facilitated another Multi-Disciplinary staffing, and despite its knowledge of J.L.W.'s deterioration in care, professional recommendations for therapeutic placement, and a Court Order more than a year prior for therapeutic placement which had still not been obtained, OUR KIDS once again recommended that J.L.W. be placed in a traditional foster home with a "male figure," the same type of placement that OUR KIDS recommended over a month and a half prior that had still not been obtained.

67. On or about June 2, 2016, OUR KIDS placed J.L.W. in a traditional foster home, a non-therapeutic placement, that could not meet J.L.W.'s immediate need for protection and safety.

68. On or about March 6, 2017, J.L.W. was placed with his prospective adoptive mother in Georgia.

69. On or about May 9, 2017, J.L.W. was adopted by T.B.W.

70. Between December 2012 and May 2017, OUR KIDS provided foster care and related services to J.L.W. and was responsible for maintaining his case file.

71. On or about July 6, 2017, Petitioner/Plaintiff, by and through undersigned counsel, sent Respondent OUR KIDS a written request seeking, *inter alia*, quality assurance monitoring files for any agencies OUR KIDS contracted with for services provided to Petitioner and insurance related documents pursuant to § 627.4137, Florida Statutes, within thirty (30) days. The written request specifically identified the documents Petitioner sought and his legal right to receive a copy of such documents pursuant to Chapter 39, Florida Statutes. *See* Exhibit “A.”

72. On or about September 19, 2017, after receiving no response to Petitioner/Plaintiff’s records request for more than two (2) months, Petitioner/Plaintiff sent an email to OUR KIDS’ general counsel inquiring into the status of Petitioner’s records request. *See* Exhibit “B.” No response was received.

73. On or about October 6, 2017, three (3) months after Petitioner/Plaintiff first made his record request, after still receiving no responsive documents, Petitioner/Plaintiff sent OUR KIDS a letter again inquiring into the status of the records request, advising that OUR KIDS was unjustifiably delaying in complying with Petitioner/Plaintiff’s record request, that continued delay would amount to an unlawful refusal to produce records under the Public Records Act, and that if responsive documents were not produced within seven (7) days of the date of the letter, Petitioner/Plaintiff would have no choice but to file a Petition for Writ of Mandamus and seek attorney’s fees. *See* Composite Exhibit “C.”

74. On or about October 12, 2017, OUR KIDS acknowledged receipt of Petitioner/Plaintiff’s records request and advised that the request was being worked on. *See* Exhibit “D.”

75. On or about October 13, 2017, Petitioner/Plaintiff's counsel agreed to a final one (1) week extension for OUR KIDS to produce the requested documents. *See Exhibit "D."* No response was received.

76. On or about November 13, 2017, more than four (4) months after Petitioner/Plaintiff's original request and one (1) month after OUR KIDS finally acknowledged receipt of said request, Petitioner/Plaintiff again followed-up with OUR KIDS as to the status of the requested documents. *See Composite Exhibit "E."* No response was received.

77. On or about November 21, 2017, Petitioner/Plaintiff again followed-up with OUR KIDS as to the status of the requested documents. *See Exhibit "F."* No response was received.

78. On or about November 27, 2017, Petitioner/Plaintiff again followed-up with Respondent OUR KIDS as to the status of the requested documents. *See Exhibit "F."* No response was received.

79. On or about December 1, 2017, nearly five (5) months after Petitioner/Plaintiff's original request, OUR KIDS advised that it would be producing responsive documents by the following week. *See Exhibit "F."*

80. On or about December 5, 2017, OUR KIDS produced insurance policies, but did not produce a statement under oath regarding insurance coverage as required by Chapter 627, Florida Statutes, nor did it produce any other documents responsive to Petitioner's July 6, 2017 request.

81. On or about January 5, 2018, six (6) months after Petitioner/Plaintiff's original request, nearly three (3) months after OUR KIDS acknowledged receipt of said request, and more than one (1) month after OUR KIDS advised that Petitioner would receive responsive documents the following week, Petitioner again inquired as to the status of said documents. No response was received.

82. To date, it has been nearly twelve (12) months since Petitioner/Plaintiff first requested quality assurance monitoring reports and insurance related documents, yet OUR KIDS has not produced any quality assurance monitoring documents or a statement under oath outlining its insurance coverage as statutorily required.

### **CHAPTER 119 AND 39 RECORD REQUESTS**

83. The Florida Constitution requires that the public have full access to public records, which includes any "public record made or received in connection with the official business of any public body, officer, or employee of the state." Art. I, § 24, Fla. Const.; *See Fla. Stat. § 119.01.*

84. This constitutional right of public access to government records is "virtually unfettered" save for certain constitutional and statutory exemptions. *Rameses, Inc. v. Demings*, 29 So. 3d 418, 421 (Fla. 5th DCA 2010)(citations omitted).

85. Florida courts have conclusively held that a private entity that undertakes to provide a service otherwise provided by the government is bound by the Act. *See Dade Aviation Consultants v. Knight Ridder, Inc.*, 800 So. 2d 302, 305 (Fla. 3d DCA 2001).

86. As a private entity that has undertaken to provide a service otherwise provided by the government — the provision of foster care and related services — OUR KIDS is an agency bound by the Act.

87. Pursuant to the express terms of OUR KIDS' contracts with DCF, including, but not limited to Contract Number K114, OUR KIDS was specifically required to be knowledgeable of and fully comply with all applicable and valid provisions of federal and Florida laws, including, but not limited to, Chapters 39, 119, and 409, Florida Statutes. *See Exhibit "G."*

88. Contract K114 specifically states that OUR KIDS is required:

**[t]o allow public access to all documents, papers, letters, or other public records as defined in subsection 119.011(12), F.S. and as prescribed by subsection 119.07(1) F.S., made or received by the provider in conjunction with**

**this contract** except that public records which are made confidential by law must be protected from disclosure. It is expressly understood that the provider's failure to comply with this provision shall constitute an immediate breach of contract for which the department may unilaterally terminate the contract.

*See id.*, at I.B (emphasis added).

89. OUR KIDS has continuously failed and/or refused to comply with the Public Records Act for nearly twelve (12) months.

**COUNT I - PETITION FOR ALTERNATIVE WRIT OF MANDAMUS**

Pursuant to Fla. R. Civ. P. 1.630, Petitioner requests that this Honorable Court enter a Writ of Mandamus requiring the Respondent to produce copies of certain public records in its possession to Petitioner and shows:

90. Petitioner hereby reavers and realleges paragraphs 1 through 89 as if fully set forth herein.

91. “Mandamus is an appropriate remedy to compel the performance of a ministerial act that an agency has a clear legal duty to perform. ‘A duty or act is defined as ministerial where there is no room for the exercise of discretion, and the performance being required is directed by law.’” *Shulmister v. City of Pompano Beach*, 798 So. 2d 799, 802 (Fla. 4th DCA 2001) (citations omitted).

92. The Petitioner has a clear legal right to receive quality assurance monitoring documents and insurance documents as they are public records pursuant to the express terms of OUR KIDS’ contract with DCF and Chapter 119 of the Florida Statutes.

93. Respondent has a clear indisputable legal duty to permit inspection and copying of all of its public records, so long as the records are not statutorily exempt. *See* Fla. Stat. § 119.01.

94. Respondent has failed to cite any statutory authority which would exempt the withheld quality assurance monitoring documents and insurance documents from being produced to the Petitioner. *See Fla. Stat. § 119.07(1)(e).*

95. Respondent is in possession of the records Petitioner is seeking and has unlawfully failed and/or refused to allow Petitioner to inspect and copy said records.

96. Petitioner has complied with all conditions precedent in that, prior to filing this action, Petitioner requested the records sought from Respondent, pursuant to Chapters 119 and 39 of the Florida Statutes, as set forth in Exhibits “A” – “F.”

97. The Petitioner has no adequate remedy at law or in equity if the Court does not grant the relief requested herein.

98. As such, a Writ of Mandamus is the appropriate remedy to compel the Respondent to perform the specific, ministerial duty of permitting the inspection, examination, and copying of the requested records by Petitioner, at reasonable times, under reasonable conditions, pursuant to § 119.07, Florida Statutes.

99. Where a petition for mandamus relief is “facially sufficient, the court must issue an alternative writ, i.e., an order directed to the respondent to show cause why the requested relief should not be granted.” *Holcomb v. Dep’t of Corr.*, 609 So. 2d 751, 753 (Fla. 1st DCA 1992); *see also* Fla. R. Civ. P. 1.630(d)(2).

100. Furthermore, “whenever an action is filed to enforce the provisions of this chapter, the Court shall set an immediate hearing, giving the case priority over pending cases.” Fla. Stat. § 119.11(1).

101. Pursuant to Fla. Stat. § 119.11(1), Petitioner hereby requests an immediate hearing on the request for the issuance of a Writ of Mandamus.

102. As a result of the Respondent's refusal to permit the Petitioner to copy the requested nonexempt public records maintained by the Respondent, the Petitioner has incurred, and is obligated to the undersigned counsel for the payment of attorney's fees, and seeks recovery of reasonable attorney's fees pursuant to Fla. Stat. § 119.12.

WHEREFORE, the Petitioner respectfully requests the following:

- a. That this Honorable Court issue an Alternative Writ of Mandamus commanding and directing Respondent, OUR KIDS OF MIAMI-DADE/MONROE, INC., to produce any and all documents in its possession identified in the written request dated July 6, 2017, attached hereto as Exhibit "A," including quality assurance documents and a statement under oath regarding insurance coverage, to Petitioner immediately, or in default thereof, be and appear before this Honorable Court on a day certain to be named in such Writ and further to show cause why Respondent should not be required to do so by issuance by this Honorable Court of an Alternative Writ;
- b. That this Honorable Court schedule an immediate hearing, pursuant to Fla. Stat. § 119.12, to hear argument on the relief sought herein;
- c. That this Honorable Court award Petitioner's reasonable attorney's fees and costs, pursuant to Fla. Stat. § 119.12; and
- d. For such other relief as the Court may deem just and proper.

**COUNT II – NEGLIGENCE CLAIM AGAINST  
OUR KIDS OF MIAMI-DADE/MONROE, INC.**

103. Plaintiff hereby reavers and realleges paragraphs 1-70 as if fully set forth herein.

104. At all times material hereto, OUR KIDS, as the lead community-based agency contracted to provide child welfare services in Miami-Dade County, had the following statutory, contractual, and common law duties:

- a. To keep J.L.W. safe while in its care, custody, and supervision;
- b. To provide a safe, secure environment where J.L.W. was free from unreasonable risk of harm;
- c. To establish and maintain an adequate system for case management and ensuring appropriate oversight of subcontracted agencies;

- d. To continually monitor the performance of subcontracted agencies to ensure they were meeting children's needs for services and safety;
- e. To have available an appropriate continuum of services to address J.L.W.'s mental health and behavioral needs;
- f. To have available an appropriate continuum of placements including traditional foster homes and specialized therapeutic foster homes for children in its system of care, including J.L.W.;
- g. To protect J.L.W. from further abuse, neglect, and victimization;
- h. To investigate the fitness of any proposed placement for J.L.W., taking into account his individualized physical, emotional, behavioral, and social needs, as well as his background and history;
- i. To ensure that all recommendations from assessors, evaluators, and other professionals regarding J.L.W., were followed and implemented in a timely manner;
- j. To ensure that all Court Orders regarding J.L.W. were complied with in a timely manner; and
- k. To ensure that J.L.W. received appropriate services to meet his needs, including, but not limited to, individual counseling, education services, behavioral services, targeted case management, and psychiatric treatment.

105. OUR KIDS, through its agents and/or employees, breached said non-discretionary and non-delegable duties.

106. As a direct and proximate result of the aforementioned breaches, J.L.W. suffered emotional harm and deteriorating mental health and was further subjected to physical abuse, emotional abuse, and neglect, and has in the past and will continue to suffer severe bodily harm and resulting pain and suffering, deterioration, discomfort, disability, mental anguish, loss of capacity for the enjoyment of life, and expenses of hospitalization, medical and nursing care and treatment, exacerbation of preexisting conditions, and other reasonably foreseeable compensatory damages. The losses are either permanent or continuing in nature and J.L.W. will suffer such losses in the future.

WHEREFORE, Plaintiff demands judgment against Defendant, OUR KIDS OF MIAMI-DADE/MONROE, INC., for compensatory damages, costs, and all other such relief as the Court may deem just and proper.

**COUNT III – CULPABLE NEGLIGENCE CLAIM AGAINST  
OUR KIDS OF MIAMI-DADE/MONROE, INC.**

107. Plaintiff hereby reavers and realleges paragraphs 1-70 as if fully set forth herein.
108. The cumulative actions on the part of Defendant OUR KIDS exhibited willful and wanton disregard of human rights, safety, and/or property in its provision of protective supervision to J.L.W. and/or exhibited reckless indifference or grossly careless disregard of human life in its provision of protective supervision to J.L.W. based upon the following facts:
  - a. OUR KIDS knew that it operated a child welfare system of care in Miami-Dade County with insufficient placements to appropriately meet foster children's needs, including J.L.W., because it had a significant shortage of traditional foster homes and specialized therapeutic foster homes causing foster children to be exposed to danger and a substantial risk of serious harm;
  - b. OUR KIDS knew that it operated a child welfare system of care in Miami-Dade County with insufficient mental health and behavioral services to meet foster children's needs, including J.L.W., causing them to be exposed to danger and a substantial risk of serious harm;
  - c. OUR KIDS utilized placements for young children, including J.L.W., in dangerous emergency shelters and group homes with knowledge that these children would be exposed to harms including physical abuse, neglect, and deterioration in mental health and behaviors;

- d. OUR KIDS knew that the emergency shelters and group homes J.L.W. was placed in were dangerous placements for J.L.W. that could not meet his mental health needs or protect him from further harm, and failed to ensure he received the appropriate services and safe placement he needed;
- e. OUR KIDS failed to ensure J.L.W. was immediately placed in a specialized therapeutic foster home when recommended by professional judgment causing him further emotional harm and the deterioration of his emotional condition;
- f. OUR KIDS failed to ensure J.L.W. was immediately placed in a specialized therapeutic foster home when Court ordered to do so causing him further emotional harm and the deterioration of his emotional condition and directly violating Court Order; and
- g. OUR KIDS failed to ensure J.L.W. immediately received individual counseling, behavior analyst services, psychiatric treatment, and targeted case management when he was placed in foster care despite knowledge that these services had been recommended and were necessary to ensure his safety and prevent him from deteriorating.

109. The caps and limitations of §§ 409.1671 and 409.993, Florida Statutes, are inapplicable to J.L.W.'s damages, which are described in paragraph 106 because of OUR KIDS' reckless, willful and/or dangerous behaviors and because OUR KIDS did not meet other statutory requirements and conditions regarding appropriate coverage as to avail itself of said caps.

WHEREFORE, Plaintiff demands judgment for damages in excess of the statutory caps found in §§ 409.1671 and 409.993, Florida Statutes, against Defendant, OUR KIDS OF MIAMI-DADE/MONROE, INC.

**COUNT III – 42 U.S.C. § 1983 CLAIM AGAINST  
OUR KIDS OF MIAMI-DADE/MONROE, INC.**

110. Plaintiff hereby reavers and realleges paragraphs 1-70 as if fully set forth herein.

111. This action arises under and is brought pursuant to 42 U.S.C. §1983 to remedy the deprivation, under color of state law, of Plaintiff's guaranteed rights under the Fourteenth Amendment of the United States Constitution.

112. At all times material hereto, OUR KIDS was a "person" and was acting under the color of state law within the meaning of 42 U.S.C. § 1983.

113. At all times material hereto, pursuant to §§ 409.1671(1)(f)(1) and 409.986, et. seq., Florida Statutes, although foster care was a public function traditionally within the exclusive prerogative of the State of Florida, OUR KIDS assumed responsibility as a private non-governmental entity.

114. At all times material hereto, it was clearly established that children in the physical custody of the state foster care system, including J.L.W., had the constitutionally protected right to be safe and free from unreasonable risk of harm and to receive services in accordance with professional judgment.

115. OUR KIDS established and enforced a custom, policy, or practice that resulted in a placement crisis by failing to have or obtain sufficient placements for foster children so that children could be placed in accordance with professional judgment.

116. OUR KIDS established and enforced a custom, policy, or practice of over-utilizing dangerous emergency shelters and group care for young foster children.

117. OUR KIDS established and enforced a custom, policy, or practice of allowing foster children with known mental, behavioral, and emotional problems to be placed in dangerous

emergency shelter placements and group homes, notwithstanding that it was exposing such children to the dangers of abuse, neglect, and deterioration in mental health and behavior.

118. OUR KIDS established and enforced a custom, policy, or practice that failed to ensure that mental health and behavioral needs of foster children in state custody were assessed, evaluated, and treated in accordance with professional judgment.

119. OUR KIDS established and enforced a custom, policy, or practice on a widespread basis that failed to require recommendations from psychological evaluations, psychiatric evaluations, mental health evaluations, Level of Care Assessments, and Suitability Assessments, to be followed in accordance with professional judgment, thereby exposing children in its care to the substantial risk of serious harm.

120. OUR KIDS established and enforced a custom, policy, or practice on a widespread basis of directly violating Court Orders requiring therapeutic placement and services for foster children, thereby exposing children in its care to the substantial risk of serious harm by failing to ensure they received professionally recommended and Court ordered placement and services.

121. OUR KIDS established and enforced a custom, policy, or practice which did not have adequate foster care placements to meet the placement needs of foster children in Miami-Dade County because it had a shortage of traditional foster homes and specialized therapeutic foster homes.

122. OUR KIDS established and enforced a custom, policy, or practice of failing to appropriately monitor its subcontracted providers and of deliberately failing to learn of the dangers that children in its custody were exposed to.

123. OUR KIDS was responsible for, but failed to ensure that children under its care, including J.L.W., had a complete and accurate plan of care that addressed their needs consistent

with their mental health evaluations and their level of care and failed to continually assess and determine any need for service referrals in accordance with professional judgment.

124. At all times material hereto, OUR KIDS did not provide services or placements to J.L.W., who was in the physical and legal custody of OUR KIDS, in accordance with professional judgment, and was deliberately indifferent and/or acted with reckless disregard to the Plaintiff's health, safety, and welfare and Constitutional and federal rights, including, without limitation, by utilizing dangerous emergency shelters for children in its care, utilizing dangerous group homes as placements for children in its care; failing to ensure that J.L.W. was placed in a safe environment that could meet his needs; failing to ensure that J.L.W. received individual counseling as necessary and recommended; failing to ensure that J.L.W. received behavior analyst services as necessary and recommended; failing to ensure that J.L.W. received targeted case management as necessary and recommended; failing to ensure J.L.W. was placed in a specialized therapeutic foster home when professionally recommended; failing to ensure J.L.W. was placed in a specialized therapeutic foster home when Court ordered; failing to have appropriate and available placements for foster children in Miami-Dade County; failing to monitor its subcontractors to ensure child safety, and by directly exposing J.L.W. to physical abuse, emotional abuse and neglect and causing his mental health condition to deteriorate.

125. OUR KIDS established and maintained an unconstitutional system of care that resulted in the widespread harm to foster children, including J.L.W., because it abdicated its constitutional and statutory duties to ensure that each child in its care was free from harm resulting in a child welfare system that blatantly ignored and/or deliberately failed to learn of the plethora of red flags, dangers and warning signs that J.L.W.'s needs were not being properly addressed and provided for.

126. OUR KIDS violated J.L.W.'s Constitutional rights and exposed him to a substantial risk of serious harm by:

- a. Accepting responsibility for the care of J.L.W. knowing that he was in immediate need of safe placement, but authorizing placement at emergency shelters, dangerous placements that could not protect J.L.W. from harm.
- b. Accepting responsibility for the care of J.L.W. knowing that he was in immediate need of safe placement, but authorizing placement at group homes, dangerous placements that could not protect J.L.W. from harm.
- c. Accepting responsibility for the care of J.L.W. knowing that he was in immediate need of therapeutic services, behavioral services, and targeted case management services, but failing to refer him for said services.
- d. Failing to comply with professional recommends for therapeutic placement and services and behavioral services for J.L.W. and failing to ensure he received said placement and services contrary to professional judgment.
- e. Directly violating Court Orders requiring therapeutic placement and services for J.L.W. and failing to ensure that he received said placement and services.
- f. Allowing J.L.W.'s behaviors to escalate and mental health to significantly deteriorate over the more than three (3) years he was in foster care when it exposed him to physical abuse, emotional abuse, and neglect in foster care placements and failed to provide him with appropriate therapeutic placements and services to address his emotional needs.

127. OUR KIDS was deliberately indifferent to the serious psychiatric and psychological needs of children in its care and custody.

128. Despite possessing the authority and means to remedy the unconstitutional treatment of the child and seek safe therapeutic placement and services to address J.L.W.'s serious mental health needs, OUR KIDS was deliberately indifferent to J.L.W.'s right to receive treatment for his serious mental health needs by failing to timely address J.L.W.'s emotional, behavioral, and mental health needs, and failing to ensure J.L.W. received safe, stable, therapeutic placement, which subjected J.L.W. to further psychological harm and deterioration.

129. Despite possessing the authority and means to remedy the unconstitutional treatment of J.L.W., OUR KIDS was deliberately indifferent to J.L.W.'s medical, mental health, behavioral, psychological, and emotional needs and the substantial risk that J.L.W.'s condition would continue to deteriorate and OUR KIDS knowingly and recklessly disregarded an excessive risk to his health and safety.

130. OUR KIDS took said actions described herein knowing it was exposing children who were in State custody, including J.L.W., to a substantial risk of serious harm.

131. As a direct and proximate result of OUR KIDS' deliberate indifference and/or recklessness, J.L.W. suffered emotional harm and deteriorating mental health and was further subjected to physical abuse, emotional abuse, and neglect, and has in the past and will continue to suffer severe bodily harm and resulting pain and suffering, deterioration, discomfort, disability, mental anguish, loss of capacity for the enjoyment of life, and expenses of hospitalization, medical and nursing care and treatment, exacerbation of preexisting conditions, and other reasonably foreseeable compensatory damages. The losses are either permanent or continuing in nature and J.L.W. will suffer such losses in the future.

132. J.L.W. is obligated to the undersigned firms for payment of attorney's fees and costs, and seeks recovery of reasonable attorney's fees and costs pursuant to the provisions of 42 U.S.C. § 1988.

WHEREFORE, Plaintiff prays that this Honorable Court enter a judgment in favor of Plaintiff against Defendant, OUR KIDS OF MIAMI-DADE/MONROE, INC., for all recoverable damages, attorney's fees and costs, and all such other lawful damages and relief as the Court may deem appropriate and proper.

**DEMAND FOR JURY TRIAL**

Plaintiff hereby demands a trial by jury of all issues so triable in this case.

Dated this 26th day of June, 2018.

**TALENFELD LAW**  
Attorneys for Petitioner  
1776 N. Pine Island Rd, Suite 222  
Plantation, Florida 33322  
Telephone: 754 888-(KIDS)  
Facsimile: 954 644-4848

By: Stacie J. Schmerling  
HOWARD M. TALENFELD  
Florida Bar No. 312398  
STACIE J. SCHMERLING  
Florida Bar No. 0083862



July 6, 2017

**Via Certified Mail and Electronic Mail**

**7016 1970 0000 9185 7924**

Chief Executive Officer  
Our Kids of Miami-Dade/Monroe, Inc.  
401 NW 2<sup>nd</sup> Ave.  
South Tower, 10<sup>th</sup> Floor  
Miami, FL 33128

Re: Name: [REDACTED] I [REDACTED]-W [REDACTED] f/k/a [REDACTED] I [REDACTED]  
D.O.B.: 1/24/2003  
Our File Number: 11-220

Dear Sir or Madam:

This office represents [REDACTED] I [REDACTED]-W [REDACTED] f/k/a [REDACTED] I [REDACTED], a minor child, by and through his adoptive mother [REDACTED] W [REDACTED]. A duly executed authorization is enclosed for your records and retention. This correspondence and enclosed authorization, both of which contain our client's name, should be deemed confidential pursuant to Section 39.202, Florida Statutes.

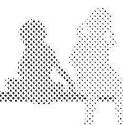
Pursuant to § 39.202(2)(d), Florida Statutes, request is hereby made for a **complete unredacted copy of your agency's entire case file(s)** regarding the above named child including, but not limited to:

1. All chronological notes and/or progress notes;
2. Any and all visitation forms and/or notes;
3. All documents filed with the Dependency Court, including but not limited to:
  - A. Case Plans;
  - B. Status Reports;
  - C. Judicial Review Social Study Reports;
  - D. Notices of Filing Documents;
  - E. Motions;
  - F. Notices of Hearings;
  - G. Petitions;
  - H. Order; and



- I. General Magistrate and Recommendations.
4. All Comprehensive Behavioral Health Assessments, Level of Care Assessments, psychological evaluations, psychiatric evaluations, psychosocial evaluations, psychosexual evaluations, suitability assessments, and any other mental health reports, evaluations, and/or assessments;
5. All mental health, psychological and/or psychiatric treatment records, including but not limited to:
  - A. Intake assessments;
  - B. Treatment plans;
  - C. Therapeutic updates and/or reports;
  - D. Discharge summaries and/or reports;
  - E. Progress notes; and
  - F. Medication management records.
6. All referrals for services, including but not limited to referrals for evaluations, assessments, and counseling;
7. The Medical Passport;
8. The Child Resource Record;
9. All medical records, assessments, and evaluations, including but not limited to, documents from the Child Protection Team;
10. Placement records and/or assessments used to determine placement;
11. Any Movement and Transfer Records regarding the child;
12. Placement Disruption Notices;
13. All incident reports;
14. All police reports;
15. Safety Plans;
16. Risk Assessments and/or Safety Assessments;
17. High risk assessment forms and/or checklists;
18. Staffing forms and/or documents;
19. Supervisor Review forms and/or documents;
20. Correspondence;
21. All emails regarding the child's case and/or the child; and
22. School records.

Pursuant to section 39.202(2)(a)(d), Florida Statutes, and the enclosed authorization, the child is entitled to an **unredacted** copy of his file, including but not limited to the unredacted names of the child, his siblings, his parents, and his foster parents and/or caregivers. If you assert that any portion of any record is required to be redacted as a matter of law, such as the name of a reporter on an abuse report, please specify, in writing, the specific redaction and the general or special law that requires such redaction. Further, should you elect not to produce a particular record for any reason including, but not limited to, the assertion of a privilege, please identify the record, in writing, and set forth the privilege or other reason which you are relying on for not furnishing us with the record.



Section 39.00145(2)(a), Florida Statutes, states: "A complete and accurate copy of any record in a child's case record must be provided, upon request **and at no cost**, to the child who is the subject of the case record and to the child's caregiver, guardian ad litem, or attorney."

Please provide copies of all contracts and amendments thereto between your agency, the Department of Children and Families, and The Children's Home Society of Florida regarding the provision of foster care and related services in Miami-Dade County for 2015.

Additionally, if you contracted or subcontracted any functions and/or responsibilities which you were obligated to perform vis-à-vis my client pursuant to your contract with the Department of Children and Families, please provide the names and addresses of all such agencies together with a copy of your agency's contract(s)/subcontract(s) with the respective agencies and all quality assurance monitoring files for all such agencies' performance under said contract(s)/subcontract(s). If your agency has not contracted or subcontracted any functions and/or responsibilities which you were obligated to perform vis-à-vis my client pursuant to your contract with the Department of Children and Families, please confirm in writing.

Further, please provide me with a complete copy of all of your agency's policies and procedures regarding the performance of foster care and related services that were in place in Miami-Dade County during 2015.

Finally, pursuant to Section 627.4137, Florida Statutes, demand is hereby made upon you to disclose to the undersigned the name and coverage of each known insurer of any policy of liability insurance including, but not limited to, primary, excess and umbrella policies, which may provide coverage for the relevant time period and to provide a complete copy of each such policy. Demand is further made upon you to forward, as required by the statute, the enclosed request for information to all insurers disclosed by you pursuant to the statute.

Time is of the essence and I would, therefore, request your immediate attention. Please produce the requested documents within thirty (30) days of the date of this letter. Should you have any questions, please do not hesitate to contact me. Thanking you in advance for your anticipated prompt attention.

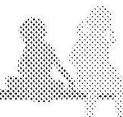
Very truly yours,



Stacie J. Schmerling

SJS/clw  
Enclosure

Cc: J. Michael Pennekamp, Esq.



Bank of America Plaza  
1776 N. Pine Island Rd., Suite 222  
Fort Lauderdale, Florida 33322



Tel: 754.888.KIDS  
Toll-free: 844.4KIDLAW  
Fax: 954.644.4848  
[www.justiceforkids.us](http://www.justiceforkids.us)

July 6, 2017

TO: Insurer

Re: Insured: Our Kids of Miami-Dade/Monroe, Inc.  
D/Incident: 12/20/2015

To Whom It May Concern:

In accordance with Section 627.4137, demand is hereby made upon you to provide to the undersigned, within thirty (30) days, a statement, under oath, of a corporate officer, claims manager or superintendent setting forth the following information with regard to each known policy of insurance, including excess or umbrella insurance, in effect on the date of the alleged incident as set forth above:

1. The name of the insurer;
2. The name of each insured;
3. The limits of the liability coverage;
4. A statement of any policy or coverage defense which such insurer reasonably believes is available to such insurer at the time of filing such statement;
5. A copy of the policy.

You are reminded that, pursuant to Section 627.4137(2), the statement required by subsection (1) shall be amended immediately upon discovery of facts calling for an amendment to such statement.

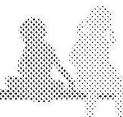
Very truly yours,

A handwritten signature in black ink, appearing to read "Stacie J. Schmerling".

Stacie J. Schmerling

SJS/clw

Cc: J. Michael Pennekamp, Esq.



## Chrissi Whitehead

---

From: Chrissi Whitehead  
Sent: Tuesday, September 19, 2017 3:49 PM  
To: 'jpennekamp@fowler-white.com' <jpennekamp@fowler-white.com>  
Subject: FW: (J.L.) Records Request

Good afternoon Mr. Pennekamp-

Would you please provide me with a status of the attached records request.

Thank you.

Chrissi Whitehead  
Paralegal  
Bank of America Plaza  
1776 N. Pine Island Rd., Suite 222  
Fort Lauderdale, Florida 33322  
Phone: 754.888.KIDS  
Toll-free: 844.4KIDLAW  
Fax: 954.644.4848  
chrissi@justiceforkids.us  
www.justiceforkids.us

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-----Original Message-----

From: Chrissi Whitehead  
Sent: Thursday, July 6, 2017 5:39 PM  
To: 'jpennekamp@fowler-white.com' <jpennekamp@fowler-white.com>  
Subject: (J.L.) Records Request

Good afternoon Mr. Pennekamp-

Attached please find a records request regarding our client, J [REDACTED] L [REDACTED] -W [REDACTED]. Should you have any questions, please do not hesitate to contact me.

Chrissi Whitehead  
Paralegal  
Bank of America Plaza  
1776 N. Pine Island Rd., Suite 222  
Fort Lauderdale, Florida 33322  
Phone: 754.888.KIDS  
Toll-free: 844.4KIDLAW  
Fax: 954.644.4848  
[chrissi@justiceforkids.us](mailto:chrissi@justiceforkids.us)  
[www.justiceforkids.us](http://www.justiceforkids.us)

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## Chrissi Whitehead

---

From: Chrissi Whitehead  
Sent: Friday, October 6, 2017 12:52 PM  
To: 'J. Michael Pennekamp' <jmp@fowler-white.com>  
Subject: (J.L.) Records Request

Good afternoon Mr. Pennekamp-

Attached please find correspondence pertaining to our client [REDACTED] [REDACTED]

Chrissi Whitehead  
Paralegal  
Bank of America Plaza  
1776 N. Pine Island Rd., Suite 222  
Fort Lauderdale, Florida 33322  
Phone: 754.888.KIDS  
Toll-free: 844.4KIDLAW  
Fax: 954.644.4848  
chrissi@justiceforkids.us  
www.justiceforkids.us

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**TALENFELD LAW**

October 6, 2017

**Via Email**

J. Michael Pennekamp  
Fowler White Burnett, P.A.  
1395 Brickell Avenue  
14th Floor  
Miami, FL 33131  
[jpennekamp@fowler-white.com](mailto:jpennekamp@fowler-white.com)

Re: Name: [REDACTED] L [REDACTED]  
D.O.B.: 1/24/2003  
Our File Number: 16-003

Dear Mr. Pennekamp:

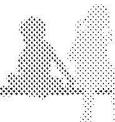
On July 6, 2017, my office sent a records request to Our Kids of Miami-Dade/Monroe, Inc. (hereinafter "OKI") requesting, *inter alia*, a complete unredacted copy of your agency's entire case file(s), pursuant to § 39.202(2)(d), Florida Statutes. *See Exhibit "A."*

The letter also requested copies of all contracts between OKI and Wesley House Family Services, Inc. ("WHFS"), Florida Keys Children's Shelter, Inc. ("FKCS"), and any other agencies OKI may have contracted with regarding J.L., in effect during 2015. *See Exhibit "A."* The letter further requested a complete copy of all of OKI's policies and procedures regarding the performance of foster care and related services that were in place during 2015. *See Exhibit "A."*

Further, my July 3, 2017 letter also demanded, pursuant to Section 627.4137, Florida Statutes, that OKI disclose the name and coverage of each known insurer of any policy of liability insurance and provide a complete copy of each such policy and any coverage defenses. *See Exhibit "A."*

On September 19, 2017, my paralegal sent you an e-mail requesting the status of the record requests. *See Exhibit "B."* No response has been received.

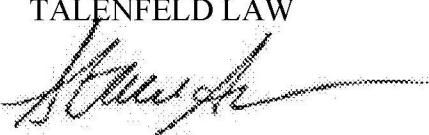
As of today's date, it has been three (3) months since our request to your client was made, yet there has not been a single document produced, including the insurance policies and statement under oath which are required to be produced by statute within thirty (30) days of the request. Should your client continue to unjustifiably delay in complying with our client's record request, such a delay would amount to an unlawful refusal under the public records statute, and entitle our client to the recovery of attorney fees. *See Hewlings v. Orange County, Florida*, 87 So. 3d 839



(Fla. 5th DCA 2012). I am hereby requesting that the above requested documents be produced within seven (7) days of the date of this letter. If we do not receive the documents within that time frame, we will have no choice but to file a petition for writ of mandamus and seek attorney's fees. Thank you for your anticipated cooperation.

Very truly yours,  
TALENFELD LAW

SJS/clw  
Enclosures



Stacie J. Schmerling



## Erica Zingale

---

**From:** Stacie J. Schmerling  
**Sent:** Friday, October 13, 2017 5:57 PM  
**To:** J. Michael Pennekamp; Chrissi Whitehead  
**Cc:** Erica Zingale  
**Subject:** RE: [REDACTED] and (J.L.) Records Requests



TALENFELD LAW

Attorneys for abused and disabled kids

Stacie J. Schmerling, Esq.  
Bank of America Plaza  
1726 N. Fort Lauderdale Blvd., Suite 223  
Fort Lauderdale, Florida 33322  
Phone: 754.888.KIDS  
Toll free: 844.4KIDLAW  
Fax: 954.644.4848  
[stacie@justiceforkids.us](mailto:stacie@justiceforkids.us)  
[www.justiceforkids.us](http://www.justiceforkids.us)

Mike,

We will agree to one more extension for another week. We cannot keep agreeing to indefinite extensions when we have not even received the first document from your client in either of these cases. Please produce whatever documents your client has compiled as of today. Thank you.

TMS

This e-mail contains PRIVILEGED AND CONFIDENTIAL information intended only for use of the addressee(s) named above. If you are not the intended recipient of this e-mail, or an authorized employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any dissemination or copying of this e-mail is strictly prohibited. If you have received this e-mail in error, please notify us by reply e-mail and delete this e-mail from your records. Thank you for your cooperation. Disclaimer regarding Uniform Electronic Transactions Act ("UETA") (Florida Statutes Section 688.56): if this communication concerns negotiation of a contract or agreement, UETA does not apply to this communication; contract formation in this matter shall only occur with manually-affixed original signatures on original documents.

---

**From:** J. Michael Pennekamp [mailto:[jmp@fowler-white.com](mailto:jmp@fowler-white.com)]  
**Sent:** Thursday, October 12, 2017 12:53 PM  
**To:** Chrissi Whitehead <[chrissi@justiceforkids.us](mailto:chrissi@justiceforkids.us)>  
**Cc:** Stacie J. Schmerling <[Stacie@justiceforkids.us](mailto:Stacie@justiceforkids.us)>; Erica Zingale <[Erica@justiceforkids.us](mailto:Erica@justiceforkids.us)>  
**Subject:** RE: [REDACTED] and (J.L.) Records Requests

Dear Chrissi/Stacey,

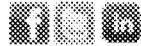
Good afternoon. Allow this to acknowledge receipt of your recent letters in early October regarding [REDACTED] and J.L. records requests while I was on extended travel for work. The delay in providing you with the requested records has been caused or contributed to by the number of expansive record requests received from your office and others, the hurricane which closed OK's office for a few weeks as well as the resignation of the former long-standing records custodian. The new records custodian is working diligently get up to speed and catch-up on responding to the records requests and there is nothing to be gained by filing a Writ. There has been no refusal to provide the requested documentation, it is simply an issue of capacity and unexpected events that have caused the delay. I've asked the new RC for an estimate of when the productions will be completed and will advise you of the same.

Thanks for your anticipated understanding.

---

J. Michael Pennekamp  
Shareholder

**Fowler White Burnett** >  
ESTABLISHED 1923



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[Jmp@fowler-white.com](mailto:Jmp@fowler-white.com)

---



**Erica Zingale**

**From:** Chrissi Whitehead  
**Sent:** Monday, November 13, 2017 12:45 PM  
**To:** jpennekamp@fowler-white.com  
**Cc:** Stacie J. Schmerling; Erica Zingale  
**Subject:** Missing Records

Mr. Pennekamp-

Pursuant to your request, below you will find a list of all documents still outstanding based on requests we have made to you and Our Kids.

L [REDACTED] – Complete case file for J [REDACTED] L [REDACTED]; Insurance Policy covering 12/20/15; Contracts between OKI, CHS and DCF for 2015; and Policies and Procedures for 2015. (NOTHING HAS BEEN PRODUCED)

**Chrissi Whitehead**  
**Paralegal**  
Bank of America Plaza  
1776 N. Pine Island Rd., Suite 222  
Fort Lauderdale, Florida 33322  
Phone: 754.888.KIDS  
Toll-free: 844.4KIDLAW  
Fax: 954.644.4848  
[chrissi@justiceforkids.us](mailto:chrissi@justiceforkids.us)  
[www.justiceforkids.us](http://www.justiceforkids.us)

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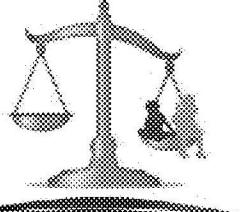
## Erica Zingale

---

**From:** J. Michael Pennekamp <Jmp@fowler-white.com>  
**Sent:** Monday, November 13, 2017 9:56 AM  
**To:** Chrissi Whitehead  
**Cc:** Stacie J. Schmerling; Lisa Elliott; Erica Zingale  
**Subject:** RE [REDACTED] Status of Additional Records

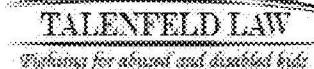
Chrissi,

Please send me copies of any requests, NOT JUST WITH REGARD TO [REDACTED], that you believe are outstanding so I can address with the RC. If the request is partially fulfilled, please denote in some fashion what you believe remains outstanding.



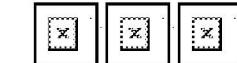
Thanks,

Mike



---

**J. Michael Pennekamp**  
Shareholder



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direct 305.789.9260  
main 305.789.9200  
fax 305.728.7560

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[Jmp@fowler-white.com](mailto:Jmp@fowler-white.com)

---

**From:** Chrissi Whitehead [mailto:[chrissi@justiceforkids.us](mailto:chrissi@justiceforkids.us)]  
**Sent:** Monday, November 13, 2017 9:43 AM  
**To:** J. Michael Pennekamp <Jmp@fowler-white.com>  
**Cc:** Stacie J. Schmerling <[Stacie@justiceforkids.us](mailto:Stacie@justiceforkids.us)>; Lisa Elliott <[lisa@justiceforkids.us](mailto:lisa@justiceforkids.us)>; Erica Zingale <[Erica@justiceforkids.us](mailto:Erica@justiceforkids.us)>  
**Subject:** RE: [REDACTED] Status of Additional Records

Good morning Mr. Pennekamp-

Please see below and advise as to the status of the remaining requested records.

Chrissi Whitehead  
Paralegal  
Bank of America Plaza  
1776 N. Pine Island Rd., Suite 222  
Fort Lauderdale, Florida 33322  
Phone: 754.888.KIDS  
Toll-free: 844.4KIDLAW

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[REDACTED]

For more information, contact the Office of the Vice President for Research and the Office of the Vice President for Student Affairs.

11. **What is the primary purpose of the *Journal of Clinical Endocrinology and Metabolism*?**

1. **What is the primary purpose of the study?** The primary purpose of this study is to evaluate the effectiveness of a new treatment for depression. The study is a randomized controlled trial (RCT) comparing the new treatment to a standard treatment. The study is being conducted at a single site and will last for 12 weeks.

100% of the time, the system is able to correctly identify the target word in the sentence. This is a significant improvement over the baseline system, which only achieves 50% accuracy.

## Erica Zingale

---

**From:** J. Michael Pennekamp [mailto:[Jmp@fowler-white.com](mailto:Jmp@fowler-white.com)]

**Sent:** Friday, December 1, 2017 1:51 PM

**To:** Chrissi Whitehead <[chrissi@justiceforkids.us](mailto:chrissi@justiceforkids.us)>; Stacie J. Schmerling <[Stacie@justiceforkids.us](mailto:Stacie@justiceforkids.us)>; Howard Talenfeld <[howard@justiceforkids.us](mailto:howard@justiceforkids.us)>

**Cc:** Danaidys Rodriguez <[drodriguez@fowler-white.com](mailto:drodriguez@fowler-white.com)>

**Subject:** RE: (J.L.) and [REDACTED] Insurance

Chrissi,

I trust you had a nice thanksgiving. I've been away from the office but returned late this week. I know we've previously produced the policies in these or prior matters but will locate the policies and provide them next week. I'll also request the insurer(s) provide affidavits. Also, the client provided me with a significant amount of documents responsive to your prior requests over the holiday weekend and this week while I was out which I will get out to you next week.

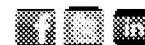
Have a nice weekend.

Mike

---

**J. Michael Pennekamp**  
Shareholder

**Fowler White Burnett** >  
877.522.8888



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[Jmp@fowler-white.com](mailto:Jmp@fowler-white.com)

---

**From:** Chrissi Whitehead [mailto:[chrissi@justiceforkids.us](mailto:chrissi@justiceforkids.us)]

**Sent:** Monday, November 27, 2017 10:59 AM

**To:** Stacie J. Schmerling <[Stacie@justiceforkids.us](mailto:Stacie@justiceforkids.us)>; J. Michael Pennekamp <[Jmp@fowler-white.com](mailto:Jmp@fowler-white.com)>; Howard Talenfeld <[howard@justiceforkids.us](mailto:howard@justiceforkids.us)>

**Cc:** Danaidys Rodriguez <[drodriguez@fowler-white.com](mailto:drodriguez@fowler-white.com)>

**Subject:** (J.L.) and [REDACTED] Insurance

Good morning Mr. Pennekamp-

I hope you had a great Thanksgiving. I just wanted to touch base with you on the below e-mail regarding the insurance policies and Chapter 627 coverage affidavits. If you have received them, please forward them to us. Thank you.

Chrissi Whitehead

Paralegal

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Fort Lauderdale, Florida 33322  
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Toll-free: 844.4KIDLAW  
Fax: 954.544.4849  
[chrissi@justiceforkids.us](mailto:chrissi@justiceforkids.us)  
[www.justiceforkids.us](http://www.justiceforkids.us)



**From:** Stacie J. Schmerling  
**Sent:** Tuesday, November 21, 2017 11:18 AM  
**To:** J. Michael Pennekamp <jmp@fowler-white.com>; Howard Talenfeld <howard@justiceforkids.us>  
**Cc:** Chrissi Whitehead <chrissi@justiceforkids.us>; Danaidys Rodriguez <drodriguez@fowler-white.com>  
**Subject:** [REDACTED]

Michael.

We still have not received Our Kids' insurance policies or Chapter 627 coverage affidavits for the [REDACTED] or the [REDACTED] case (originally requested on 7/6/17). We have sent multiple follow-up emails and letters on both cases requesting this information. The statute required you to provide this information within 30 days of the request. It has now been four and a half months. Please provide the policies and affidavits today. Thank you.

**Stacie J. Schmerling, Esq.**  
Bank of America Plaza  
1776 N. Pine Island Rd., Suite  
Fort Lauderdale, Florida 33304  
Phone: 754.898.KIDS  
Toll-free: 844.4KIDSLAW  
Fax: 954.534.1048  
[stacie@justiceforkids.us](mailto:stacie@justiceforkids.us)  
[www.justiceforkids.us](http://www.justiceforkids.us)

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**From:** Howard Talenfeld <[howard@justiceforkids.us](mailto:howard@justiceforkids.us)>  
**Date:** November 15, 2017 at 4:58:29 PM EST  
**To:** "[[pennekamp@fowler-white.com](mailto:pennekamp@fowler-white.com)]" <[pennekamp@fowler-white.com](mailto:pennekamp@fowler-white.com)>  
**Cc:** "Stacie J. Schmerling" <[Stacie@justiceforkids.us](mailto:Stacie@justiceforkids.us)>, [REDACTED]  
[REDACTED]  
**Subject:** [dcampbell@fowler-white.com](mailto:dcampbell@fowler-white.com)

Mike,

It has come to my attention that despite repeated requests for our clients' files and other documents we are statutorily entitled to pursuant to the Public Records Act, our records requests have not been getting responded to with any sense of urgency whatsoever by Our Kids. [REDACTED]

[REDACTED] On October 3, 2017, more than a month ago, we sent a letter that we would file a Petition for Writ of Mandamus due to Our Kids' complete failure to respond to the public records request. On October 12, 2017, you responded by stating there was nothing to be gained by filing a Writ and Our Kids has not refused to produce any documents. However, Our Kids' failure to respond amounts to a refusal to respond. The following day, we agreed to provide one final extension of one week for Our Kids to produce the requested records. While Our Kids has finally produced some of our clients' case files, the other documents, including contracts, insurance policies, policies and procedures, and the aforementioned licensing file have still not been produced. Our office again followed-up with you on the missing documents on November 6, 2017, and November 13, 2017 to no avail.

[REDACTED] . I am also requesting that you immediately produce all other documents our office previously informed you are still outstanding when Chrissi Whitehead wrote you earlier in the week. Thank you for your cooperation.

Sincerely,

  
Howard M. Talenfeld, Esq.  
Bank of America Plaza

1776 N. Pine Island Rd., Suite 222  
Fort Lauderdale, Florida 33322  
Phone: 754.832.KIDS  
Toll-free: 844.488OLAW  
Fax: 954.844.4848  
[howard@justiceforkids.us](mailto:howard@justiceforkids.us)  
[www.justiceforkids.us](http://www.justiceforkids.us)

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FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES STANDARD CONTRACT

THIS CONTRACT is entered into between the Florida Department of Children and Families, hereinafter referred to as the "department" and Our Kids of Miami-Dade/Monroe, Inc. hereinafter referred to as the "provider".

**I. THE PROVIDER AGREES:**

**A. Contract Document**

To provide services in accordance with the terms and conditions specified in this contract including all attachments and exhibits, which constitute the contract document.

**B. Requirements of Section 287.058, Florida Statutes, (F.S.)**

The provider shall provide units of deliverables, including reports, findings, and drafts, as specified in this contract. These deliverables must be received and accepted by the contract manager in writing prior to payment. The provider shall submit bills for fees or other compensation for services or expenses in sufficient detail for proper pre-audit and post-audit; where itemized payment for travel expenses are permitted in this contract, submit bills for any travel expenses in accordance with section 112.061, F.S., or at such lower rates as may be provided in this contract. To allow public access to all documents, papers, letters, or other public records as defined in subsection 119.011(12), F.S. and as prescribed by subsection 119.07(1) F.S., made or received by the provider in conjunction with this contract except that public records which are made confidential by law must be protected from disclosure. It is expressly understood that the provider's failure to comply with this provision shall constitute an immediate breach of contract for which the department may unilaterally terminate the contract.

**C. Governing Law**

**1. State of Florida Law**

This contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with the Florida law including Florida provisions for conflict of laws.

**2. Federal Law**

a. If this contract contains federal funds, the provider shall comply with the provisions of 45 Code of Federal Regulations (CFR), Part 74, and/or 45 CFR, Part 92, and other applicable regulations.

b. If this contract contains federal funds and is over \$100,000, the provider shall comply with all applicable standards, orders, or regulations issued under section 306 of the Clean Air Act, as amended (42 United States Code (U.S.C.) 7401 et seq.), section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.), Executive Order 11738, as amended and where applicable, and Environmental Protection Agency regulations (40 CFR, Part 30). The provider shall report any violations of the above to the department.

c. No federal funds received in connection with this contract may be used by the provider, or agent acting for the provider, or subcontractor to influence legislation or appropriations pending before the Congress or any State legislature. If this contract contains federal funding in excess of \$100,000, the provider must, prior to contract execution, complete the Certification Regarding Lobbying form, **Attachment III**. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the contract manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the contract manager, prior to payment under this contract.

d. Unauthorized aliens shall not be employed. The department shall consider the employment of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationality Act (8 U.S.C. 1324 a) and section 101 of the Immigration Reform and Control Act of 1986. Such violation shall be cause for unilateral cancellation of this contract by the department.

e. If this contract contains \$10,000 or more of federal funds, the provider shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulation 41 CFR, Part 60 and 45 CFR, Part 92, if applicable.

f. If this contract contains federal funds and provides services to children up to age 18, the provider shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081). Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

**D. Audits, Inspections, Investigations, Records and Retention**

1. The provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the department under this contract

2. Retention of all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract shall be maintained by the provider for a period of six (6) years after completion of the contract or longer when required by law. In the event an audit is required by this contract, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this contract, at no additional cost to the department.

3. Upon demand, at no additional cost to the department, the provider will facilitate the duplication and transfer of any records or documents during the required retention period in Section I, Paragraph D. 2.

4. These records shall be made available at all reasonable times for inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the department.

**Exhibit "G"**

5. At all reasonable times for as long as records are maintained, persons duly authorized by the department and Federal auditors, pursuant to 45 CFR, section 92.36(i)(10), shall be allowed full access to and the right to examine any of the provider's contracts and related records and documents, regardless of the form in which kept.

6. A financial and compliance audit shall be provided to the department as specified in this contract and in Attachment IV and to ensure that all related party transactions are disclosed to the auditor.

7. The provider shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (section 20.055, F.S.).

#### **E. Monitoring by the Department**

The provider shall permit all persons who are duly authorized by the department to inspect and copy any records, papers, documents, facilities, goods and services of the provider which are relevant to this contract, and to interview any clients, employees and subcontractor employees of the provider to assure the department of the satisfactory performance of the terms and conditions of this contract. Following such review, the department will deliver to the provider a written report of its findings and request for development, by the provider of a corrective action plan where appropriate. The provider hereby agrees to timely correct all deficiencies identified in the corrective action plan.

#### **F. Indemnification**

1. Except to the extent permitted by section 768.28, F.S. or other Florida Law, Paragraph F, is not applicable to contracts executed between the department and state agencies or subdivisions defined in subsection 768.28(2), F.S.

2. To the extent permitted by Florida Law, the provider shall indemnify, save, defend, and hold the department harmless from any and all claims, demands, actions, causes of action of whatever nature or character, arising out of or by reason of the execution of this agreement or performance of the services provided for herein. It is understood and agreed that the provider is not required to indemnify the department for claims, demands, actions or causes of action arising solely out of the department's negligence.

#### **G. Insurance**

Continuus adequate liability insurance coverage shall be maintained by the provider during the existence of this contract and any renewal(s) and extension(s) of it. By execution of this contract, unless it is a state agency or subdivision as defined by subsection 768.28(2), F.S., the provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the provider and the clients to be served under this contract. The limits of coverage under each policy maintained by the provider do not limit the provider's liability and obligations under this contract. Upon the execution of this contract, the provider shall furnish the department written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The department reserves the right to require additional insurance as specified in this contract.

#### **H. Confidentiality of Client Information**

The provider shall not use or disclose any information concerning a recipient of services under this contract for any purpose prohibited by state or federal law or regulations except with the written consent of a person legally authorized to give that consent or when authorized by law.

#### **I. Assignments and Subcontracts**

1. The provider shall neither assign the responsibility for this contract to another party nor subcontract for any of the work contemplated under this contract without prior written approval of the department which shall not be unreasonably withheld. Any sublicense, assignment, or transfer otherwise occurring without prior approval of the department shall be null and void.

2. The provider is responsible for all work performed and for all commodities produced pursuant to this contract whether actually furnished by the provider or its subcontractors. Any subcontracts shall be evidenced by a written document. The provider further agrees that the department shall not be liable to the subcontractor in any way or for any reason. The provider, at its expense, will defend the department against such claims.

3. The provider shall make payments to any subcontractor within seven (7) working days after receipt of full or partial payments from the department in accordance with section 287.0585, F.S., unless otherwise stated in the contract between the provider and subcontractor. Failure to pay within seven (7) working days will result in a penalty that shall be charged against the provider and paid by the provider to the subcontractor in the amount of one-half of one percent (.005) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15%) percent of the outstanding balance due.

4. The State of Florida shall at all times be entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this contract to another governmental agency in the State of Florida, upon giving prior written notice to the provider. In the event the State of Florida approves transfer of the provider's obligations, the provider remains responsible for all work performed and all expenses incurred in connection with the contract. This contract shall remain binding upon the successors in interest of either the provider or the department.

#### **J. Return of Funds**

The provider shall return to the department any overpayments due to unearned funds or funds disallowed and any interest attributable to such funds pursuant to the terms and conditions of this contract that were disbursed to the provider by the department. In the event that the provider or its independent auditor discovers that an overpayment has been made, the provider shall repay said overpayment immediately without prior notification from the department. In the event that the department first discovers an overpayment has been made, the contract manager, on behalf of the department, will notify the provider by letter of such findings. Should repayment not be made forthwith, the provider will be charged at the lawful rate of interest on the outstanding balance after department notification or provider discovery.

## **K. Client Risk Prevention and Incident Reporting**

1. If services to clients are to be provided under this contract, the provider and any subcontractors shall, in accordance with the client risk prevention system, report those reportable situations listed in CFOP 215-6 in the manner prescribed in CFOP 215-6 or circuit or region operating procedures.

2. The provider shall immediately report any knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE). As required by Chapters 39 and 415, F.S., this provision is binding upon both the provider and its employees.

## **L. Purchasing**

1. Articles which are the subject of or are required to carry out this contract shall be purchased from Prison Rehabilitative Industries and Diversified Enterprises, Inc., (PRIDE) identified under Chapter 946, F.S., in the same manner and under the procedures set forth in subsections 946.515(2) and (4), F.S. For purposes of this contract, the provider shall be deemed to be substituted for the department insofar as dealings with PRIDE. This clause is not applicable to subcontractors unless otherwise required by law. An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE, (800) 643-8459.

2. The provider shall procure any recycled products or materials, which are the subject of or are required to carry out this contract, in accordance with the provisions of sections 403.7065, and 287.045, F.S.

## **M. Civil Rights Requirements**

1. In accordance with Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, or the Florida Civil Rights Act of 1992, as applicable the provider shall not discriminate against any employee (or applicant for employment) in the performance of this contract because of race, color, religion, sex, national origin, disability, age, or marital status. Further, the provider agrees not to discriminate against any applicant/client or employee in service delivery or benefits in connection with any of its programs and activities in accordance with 45 CFR 80, 83, 84, 90, and 91, Title VI of the Civil Rights Act of 1964, or the Florida Civil Rights Act of 1992, as applicable and CFOP 60-16. These requirements shall apply to all contractors, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities.

2. Complete the Civil Rights Compliance Checklist, CF Form 946 in accordance with CFOP 60-16 and 45 CFR 80. This is required of all providers that have fifteen (15) or more employees.

3. Subcontractors who are on the discriminatory vendor list may not transact business with any public entity, in accordance with the provisions of 287.134, F.S.

## **N. Independent Capacity of the Contractor**

1. Act in the capacity of an independent contractor and not as an officer, employee of the State of Florida, except where the provider is a state agency. Neither the provider nor its agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the department unless specifically authorized in writing to do so.

2. This contract does not create any right to state retirement, leave benefits or any other benefits of state employees as a result of performing the duties or obligations of this contract.

3. The provider shall take such actions as may be necessary to ensure that each subcontractor of the provider will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida.

4. The department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the provider, or its subcontractor or assignee, unless specifically agreed to by the department in this contract.

5. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the provider, the provider's officers, employees, agents, subcontractors, or assignees shall be the sole responsibility of the provider.

## **O. Sponsorship**

As required by section 286.25, F.S., if the provider is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this contract, it shall, in publicizing, advertising, or describing the sponsorship of the program state: "Sponsored by (provider's name) and the State of Florida, Department of Children and Families". If the sponsorship reference is in written material, the words "State of Florida, Department of Children and Families" shall appear in at least the same size letters or type as the name of the organization.

## **P. Publicity**

Without limitation, the provider and its employees, agents, and representatives will not, without prior departmental written consent in each instance, use in advertising, publicity or any other promotional endeavor any State mark, the name of the State's mark, the name of the State or any State affiliate or any officer or employee of the State, or represent, directly or indirectly, that any product or service provided by the provider has been approved or endorsed by the State, or refer to the existence of this contract in press releases, advertising or materials distributed to the provider's prospective customers.

## **Q. Final Invoice**

The final invoice for payment shall be submitted to the department no more than 51 days after the contract ends or is terminated. If the provider fails to do so, all rights to payment are forfeited and the department will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until all reports due from the provider and necessary adjustments thereto, have been approved by the department.

## **R. Use of Funds for Lobbying Prohibited**

The provider shall comply with the provisions of sections 11.062 and 216.347, F.S., which prohibit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.

## **S. Public Entity Crime**

Pursuant to section 287.133, F.S., the following restrictions are placed on the ability of persons convicted of public entity crimes to transact business with the department. When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he/she may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or the repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

## **T. Gratuities**

The provider agrees that it will not offer to give or give any gift to any department employee. As part of the consideration for this contract, the parties intend that this provision will survive the contract for a period of two years. In addition to any other remedies available to the department, any violation of this provision will result in referral of the provider's name and description of the violation of this term to the Department of Management Services for the potential inclusion of the provider's name on the suspended vendors list for an appropriate period. The provider will ensure that its subcontractors, if any, comply with these provisions.

## **U. Patents, Copyrights, and Royalties**

1. If any discovery or invention arises or is developed in the course of or as a result of work or services performed under this contract, or in anyway connected herewith, the provider shall refer the discovery or invention to the department to be referred to the Department of State to determine whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this contract are hereby reserved to the State of Florida.

2. In the event that any books, manuals, films, or other copyrightable materials are produced, the provider shall notify the Department of State. Any and all copyrights accruing under or in connection with performance under this contract are hereby reserved to the State of Florida.

3. The provider shall provide prompt written notification to the department of any claim of copyright or patent infringement arising from the performance of this contract. The provider may, at its option and expense, procure for the department, the right to continue use of, replace, or modify the article to render it non-infringing. The provider has no liability when such claim is solely and exclusively due to the Department of State's alteration of the article. If not a state agency, as that term is defined in subsection 768.28, F.S., the provider shall, without exception, indemnify and save harmless the department and its employees from any liability of any nature or kind whatsoever, including costs and expenses, arising out of any copyrighted, patented, or unpatented invention, process, or article manufactured or used by the provider in the performance of this contract. If the provider uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the compensation paid pursuant to this contract includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this contract.

4. All applicable subcontracts shall include a provision that the Federal awarding agency reserves all patent rights with respect to any discovery or invention that arises or is developed in the course of or under the subcontract.

## **V. Construction or Renovation of Facilities Using State Funds**

Any state funds provided for the purchase of or improvements to real property are contingent upon the provider granting to the state a security interest in the property at least to the amount of the state funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law. As a condition of receipt of state funding for this purpose, the provider agrees that, if it disposes of the property before the department's interest is vacated, the provider will refund the proportionate share of the state's initial investment, as adjusted by depreciation.

## **W. Information Security Obligations**

1. An appropriately skilled individual shall be identified by the provider to function as its Data Security Officer. The Data Security Officer shall act as the liaison to the department's security staff and will maintain an appropriate level of data security for the information the provider is collecting or using in the performance of this contract. An appropriate level of security includes approving and tracking all provider employees that request or have access to any departmental data system or information. The Data Security Officer will ensure that user access to the data system or information has been removed from all terminated provider employees.

2. The provider shall hold the department harmless from any loss or damage incurred by the department as a result of information technology used, provided or accessed by the provider.

3. The provider shall provide the latest departmental security awareness training to its' staff and subcontractors who have access to departmental information.

4. All provider employees who have access to departmental information shall be provided a copy of CFOP 50-2 and shall sign the DCF Security Agreement form CF 0114 a copy of which may be obtained from the contract manager.

5. The provider shall make every effort to protect and avoid unauthorized release of any personal or confidential information by ensuring both data and storage devices are encrypted as prescribed in CFOP 50-2. If encryption of these devices is not possible, then the provider shall assure that unencrypted personal and confidential departmental data will not be stored on unencrypted storage devices. The provider shall require the same of all subcontractors.

6. The provider agrees to notify the contract manager as soon as possible, but no later than five (5) business days following the determination of any breach or potential breach of personal and confidential departmental data. The provider shall require the same notification requirements of all subcontractors.

7. The provider shall provide notice to affected parties no later than 45 days following the determination of any potential breach of personal or confidential departmental data provided in s. 817.5681, F.S. The provider shall require the same notification requirements of all subcontractors.

#### **X. Accreditation**

The department is committed to ensuring provision of the highest quality services to the persons we serve. Accordingly, the department has expectations that where accreditation is generally accepted nationwide as a clear indicator of quality service, the majority of our providers will either be accredited, have a plan to meet national accreditation standards, or will initiate one within a reasonable period of time.

#### **Y. Provider Employment Opportunities**

##### **1. Agency for Workforce Innovation and Workforce Florida**

The provider understands that the department, the Agency for Workforce Innovation, and Workforce Florida, Inc., have jointly implemented an initiative to empower recipients in the Temporary Assistance to Needy Families Program to enter and remain in gainful employment. The department encourages provider participation with the Agency for Workforce Innovation and Workforce Florida.

##### **2. Transitioning Young Adults**

The provider understands the department's Operation Full Employment initiative to assist young adults aging out of the dependency system. The department encourages provider participation with the local Community-Based Care Lead Agency Independent Living Program to offer gainful employment to youth in foster care and young adults transitioning from the foster care system.

#### **Z. Health Insurance Portability and Accountability Act**

The provider shall, where applicable, comply with the Health Insurance Portability and Accountability Act (42 U. S. C. 1320d.) as well as all regulations promulgated thereunder (45 CFR Parts 160, 162, and 164).

#### **AA. Emergency Preparedness**

1. If the tasks to be performed pursuant to this contract include the physical care or supervision of clients, the provider shall, within 30 days of the execution of this contract, submit to the contract manager an emergency preparedness plan which shall include provisions for pre-disaster records protection, alternative accommodations for clients in substitute care, supplies, and a recovery plan that will allow the provider to continue functioning in compliance with the executed contract in the event of an actual emergency. For the purpose of disaster planning, the term supervision includes the responsibility of the department, or its contracted agents to ensure the safety, permanency and well-being of a child who is under the jurisdiction of a dependency court. Children may remain in their homes, be placed in a non-licensed relative/non-relative home, or be placed in a licensed foster care setting.

2. The department agrees to respond in writing within 30 days of receipt of the plan accepting, rejecting, or requesting modifications. In the event of an emergency, the department may exercise oversight authority over such provider in order to assure implementation of agreed emergency relief provisions.

3. An updated emergency preparedness plan shall be submitted by the provider no later than 12 months following the acceptance of an original plan or acceptance of an updated plan. The department agrees to respond in writing within 30 days of receipt of the updated plan, accepting, rejecting, or requesting modification to the plan.

#### **BB. PUR (Purchasing) 1000 Form**

The PUR 1000 Form is hereby incorporated by reference. In the event of any conflict between the PUR 1000 Form, and any terms or conditions of this contract (including the department's Standard Contract), the terms or conditions of this contract shall take precedence over the PUR 1000 Form. However, if the conflicting terms or conditions in the PUR 1000 Form are required by any section of the Florida Statutes, the terms or conditions contained in the PUR 1000 Form shall take precedence.

#### **CC. Notification of Legal Action**

The provider shall notify the department of legal actions taken against them or potential actions such as lawsuits, related to services provided through this contract or that may impact the provider's ability to deliver the contractual services, or adversely impact the department. The department's contract manager will be notified within 10 days of provider becoming aware of such actions or from the day of the legal filing, whichever comes first.

### **II. THE DEPARTMENT AGREES:**

#### **A. Contract Amount**

The department shall pay for contracted services according to the terms and conditions of this contract in an amount not to exceed \$491,377,850.00 or the rate schedule, subject to the availability of funds. The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this contract.

## **B. Contract Payment**

Pursuant to section 215.422, F.S., the department has five (5) working days to inspect and approve goods and services, unless the bid specifications, purchase order, or this contract specify otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within forty (40) days, measured from the latter of the date a properly completed invoice is received by the department or the goods or services are received, inspected, and approved, a separate interest penalty set by The Chief Financial Officer pursuant to section 55.03, F.S., will be due and payable in addition to the invoice amount. Payments to health care providers for hospital, medical, or other health care services, shall be made not more than thirty-five (35) days from the date eligibility for payment is determined. Financial penalties will be calculated at the daily interest rate of .03333%. Invoices returned to a provider due to preparation errors will result in a non-interest bearing payment delay. Interest penalties less than one (1) dollar will not be paid unless the provider requests payment.

## **C. Vendor Ombudsman**

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in subsection 215.422, F.S., which include disseminating information relative to the prompt payment of this state and assisting vendors in receiving their payments in a timely manner from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

## **D. Notice**

Any notice that is required under this contract shall be in writing, and sent by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery. Said notice shall be sent to the representative of the provider responsible for administration of the program, to the designated address contained in this contract.

## **III. THE PROVIDER AND DEPARTMENT MUTUALLY AGREE:**

### **A. Effective and Ending Dates**

This contract shall begin on July 1, 2009, or on the date on which the contract has been signed by the last party required to sign it, whichever is later. It shall end at midnight, local time in Miami-Dade, Florida, on June 30, 2014.

### **B. Financial Penalties for Failures to Comply with Requirement for Corrective Action.**

1. In accordance with the provisions of Section 402.73(1), F.S., and Section 65-29.001, Florida Administrative Code, corrective action plans may be required for noncompliance, nonperformance, or unacceptable performance under this contract. Penalties may be imposed for failures to implement or to make acceptable progress on such corrective action plans.

2. The increments of penalty imposition that shall apply, unless the department determines that extenuating circumstances exist, shall be based upon the severity of the noncompliance, nonperformance, or unacceptable performance that generated the need for corrective action plan. The penalty, if imposed, shall not exceed ten percent (10%) of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made. Noncompliance that is determined to have a direct effect on client health and safety shall result in the imposition of a ten percent (10%) penalty of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made.

3. Noncompliance involving the provision of service not having a direct effect on client health and safety shall result in the imposition of a five percent (5%) penalty. Noncompliance as a result of unacceptable performance of administrative tasks shall result in the imposition of a two percent (2%) penalty.

4. The deadline for payment shall be as stated in the Order imposing the financial penalties. In the event of nonpayment the department may deduct the amount of the penalty from invoices submitted by the provider.

### **C. Termination**

1. This contract may be terminated by either party without cause upon no less than thirty (30) calendar days notice in writing to the other party unless a sooner time is mutually agreed upon in writing. Said notice shall be delivered by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery to the contract manager or the representative of the provider responsible for administration of the program.

2. In the event funds for payment pursuant to this contract become unavailable, the department may terminate this contract upon no less than twenty-four (24) hours notice in writing to the provider. Said notice shall be sent by U.S. Postal Service or any expedited delivery service that provides verification of delivery. The department shall be the final authority as to the availability and adequacy of funds. In the event of termination of this contract, the provider will be compensated for any work satisfactorily completed.

3. This contract may be terminated for the provider's non-performance upon no less than twenty-four (24) hours notice in writing to the provider. If applicable, the department may employ the default provisions in Rule 60A-1.006(3), Florida Administrative Code. Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms and conditions of this contract. The provisions herein do not limit the department's right to remedies at law or in equity.

4. Failure to have performed any contractual obligations with the department in a manner satisfactory to the department will be a sufficient cause for termination. To be terminated as a provider under this provision, the provider must have: (1) previously failed to satisfactorily perform in a contract with the department, been notified by the department of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the department; or (2) had a contract terminated by the department for cause.

### **D. Renegotiations or Modifications**

Modifications of provisions of this contract shall be valid only when they have been reduced to writing and duly signed by both parties. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the department's operating budget.

**E. Official Payee and Representatives (Names, Addresses, Telephone Numbers, and e-mail addresses):**

1. The provider name, as shown on page 1 of this contract, and mailing address of the official payee to whom the payment shall be made is:

Name: Our Kids of Miami-Dade / Monroe, Inc.

Address: 401 NW 2nd Avenue, South Tower 10th Floor

City: Miami State:FL Zip Code 33128 Phone:305-455-6000

e-mail:

2. The name of the contact person and street address where financial and administrative records are maintained is:

Name: Sonia Benitez, Chief Financial Officer

Address: 401 NW 2nd Avenue, South Tower 10th Floor

City: Miami State:FL Zip Code:33128 Phone:305-455-6000

e-mail:benitezs@ourkids.us

3. The name, address, telephone number and e-mail address of the contract manager for the department for this contract is:

Name: Yanina Sywyk, Contract Manager

Address: 401 NW 2nd Avenue, N-828

City: Miami State:FL Zip Code:33128 Phone:305-377-7681

e-mail: Yanina\_Swywk@dcf.state.fl.us

4. The name, address, telephone number and e-mail of the representative of the provider responsible for administration of the program under this contract is:

Name: Frances P. Allegra

Address: 401 NW 2nd Avenue, South Tower 10th Floor

City: Miami State:FL Zip Code:33128 Phone:305-455-6000

e-mail:allegraf@ourkids.us

5. Upon change of representatives (names, addresses, telephone numbers and e-mail addresses) by either party, notice shall be provided in writing to the other party and the notification attached to the originals of this contract.

**F. All Terms and Conditions Included**

This contract and its attachments, 15 and any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of this contract is legally determined unlawful or unenforceable, the remainder of the contract shall remain in full force and effect and such term or provision shall be stricken.

By signing this contract, the parties agree that they have read and agree to the entire contract, as described in Paragraph III. F. above.

IN WITNESS THEREOF, the parties hereto have caused this 61 page contract to be executed by their undersigned officials as duly authorized.

PROVIDER:

Our Kids of Miami-Dade / Monroe, Inc.

FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES

Signature:

Signature:

Print/Type

Frances P. Allegra

Print/Type

Name:

Name:

Title:

Chief Executive Officer

Title:

Date:

Date:

STATE AGENCY 29 DIGIT FLAIR CODE: \_\_\_\_\_

Federal Tax ID # (or SSN):

Provider Fiscal Year Ending Date: 06/30.

Reviewed for contract compliance

6/24/09

Contracts Dept./Data

Reviewed for fiscal requirements;  
recommended for approval:

Finance Dept./Data

FORM AND

SY

6-19-09

Regional Legal Counsel Date

## ATTACHMENT I

### **A. SERVICES TO BE PROVIDED**

#### **1. Definition of Terms**

##### **a. Contract Terms**

- 1) Cost Allocation Plan - A narrative description of the procedures that the Lead Agency shall use in identifying, measuring and allocating all costs incurred in support of child welfare programs/services administered or supervised by the Lead Agency.
- 2) Department Website – The department's website is linked at:

<http://www.dcf.state.fl.us/cbc/>

Specific documents that are incorporated by reference in this contract can be obtained on that website. These documents may not be modified unless both parties agree through formal amendment to this contract.

- 3) Earned Federal Trust Funds - Dollars in the contract that must be earned from the federal government by conducting activities allowable by federal funding sources. These funds are a significant amount of the total budget for every child protection contract and these funds cannot be replaced by state general revenue. Federal earnings are based on the total cost for an allowable activity multiplied by the federal financial participation (FFP) rate up to any contracted cap on the amount of funding available or the allowable cost of a reimbursable activity.
- 4) General Revenue - State funds, supported by taxes, certain designated fees, licenses, interest on investments, and certain other designated miscellaneous sources, appropriated by the Legislature of the State of Florida for the financing of a range of services and activities.
- 5) Lead Agency - The not for profit or governmental community-based care provider responsible for the provision of support and services for eligible children and families through the coordination, integration and management of a local system of supports and services for eligible children and their families.
- 6) Master Trust Fund - Either the department's Master Trust Declaration, or the designated client trust accounts or sub-accounts created within the Master Trust, as the context requires. The money or property placed in the trust account, or any sub-account for the client, is not available to the client's family or assistance group for the current needs of the client. Funds for the client's needs will be disbursed by the department, as Trustee, in accordance with sections 402.17 and 402.33, Florida Statutes (F.S.).
- 7) Quality Assurance – A process that measures performance in achieving pre-determined standards, validates internal practice and uses sound principles of

evaluation to ensure that data are collected accurately, analyzed appropriately, reported and acted upon.

- 8) Quality Improvement – A process that ensures all levels of staff have input into the ongoing design and enhancement of service provision and administrative functions.
- 9) State Trust Funds - Monies from trust funds appropriated by the Legislature of the State of Florida supported by collections of statutorily designated revenues, fees and other responsible third party sources.

**b. Program or Service Specific Terms**

- 1) Adoption Exchange- A mechanism for linking adoptive family resources with children needing adoptive placement. The Florida Adoption Exchange serves the department, its community based partners, and all licensed adoption agencies in Florida.
- 2) Adoption Services- Services needed to move a child from temporary placement in a relative or foster home, to permanent, legally finalized placement with an adoptive family. These services include preparation of the child, recruitment and training of the adoptive parent, and the provision of services needed to sustain the adoption prior to and following legal finalization of the adoption.
- 3) Children's Legal Services (CLS) is a statewide law firm within the Department of Children and Families. The attorneys are employed by the department and represent the State of Florida, acting through the department in its *parens patriae* role, in fulfilling the duties set forth in Chapter 39, Florida Statutes. In some parts of the State, Children's Legal Services contracts with the Attorney General's Office or the State Attorney's office to fulfill the role of Children's Legal Services. For purposes of this definition, those contractors are part of Children's Legal Services.
- 4) Diversion Services- Community-based services targeted to children and families who have experienced abuse and neglect, yet can be safely maintained in the home without judicial intervention. These services provide the support and hands on training that will ensure child safety by seeking to alleviate family stressors and strengthen parental competencies and child-rearing abilities.
- 5) Florida Safe Families Network (FSFN) - The State Automated Child Welfare Information System (SACWIS) for the State of Florida. FSFN is the electronic record for each case. It contains information regarding a particular child and his or her family.
- 6) In-Home Services – The array of services provided to children and their families or caregivers while remaining in their own homes.
- 7) Integrated Child Welfare Services Information System (ICWSIS) - This statewide system captures data and tracks placements, overcapacity foster homes, licensing activity, and provider payments. It creates data fields for upload to the Child Welfare Vouchering System, the system providing the federal funding audit trail.

- 8) Interstate Compact on the Placement of Children (ICPC) – A cooperative agreement among member states (all 50 states, Washington D.C. and the Virgin Islands) that provides a process through which children are placed in safe and suitable homes in a timely manner; and facilitates supervision of the placement, provision of services, continuing legal jurisdiction for placement and care of the child until child is adopted, emancipated or discharged from out of home care with the concurrence of both the sending and receiving states.
- 9) Out-of-Home Services – The array of services provided to children and their families or caregivers for children who are placed outside of their homes.
- 10) Placement Services - The array of services required to ensure safety, permanency and well-being for children removed from their families. This includes appropriate study, licensure and/or approval of families/facilities for placement as well as provision of services to achieve the court approved permanency goal. These services shall be provided in accordance with federal and state laws and funding sources.
- 11) Prevention Services - Social services and other supportive and rehabilitative services provided to the parent or legal custodian of the child and to the child for the purpose of averting the removal of the child from the home or disruption of a family which will or could result in the placement of a child in foster care or require a nonshelter dependency petition. Social services and other supportive and rehabilitative services shall promote the child's physical, mental, and emotional health and a safe, stable, living environment, shall promote family autonomy, and shall strengthen family life, whenever possible.
- 12) Program Improvement Plan- The federally required plan if any state is found to be out of conformance on any one of the seven outcomes or seven systemic factors subject to the Child and Family Services Review (CFSR).
- 13) Quality Improvement Plan (QIP) Florida's statewide child welfare plan, built collaboratively with community agencies and stakeholders, which the department submitted in response to the Round 2 Child and Family Services Review (CFSR). The statewide QIP is developed and implemented in fulfillment of the federal requirements for a Program Improvement Plan. The statewide QIP is implemented through region Quality Improvement Plans, which have actions specific to circuits and community lead agencies and which have similar quarterly reporting requirements.
- 14) Special Condition - A situation that does not meet the legal definitions of abuse, neglect, or abandonment but which requires intervention services by the provider. Such situations include those described in Rule 65C-30.001(132), F.A.C., or cases involving child on child abuse.
- 15) System of Care – A comprehensive continuum of child welfare and related services provided in a specific geographic area that incorporates the local community's priorities for child safety, well-being and permanency.

## 2. General Description

### a. General Statement

The Lead Agency shall deliver foster care and related services pursuant to s. 409.1671, F.S., and prevention services, pursuant to s. 20.19, F.S., while ensuring each child's safety, well being, and permanency.

### b. Authority

- 1) Section 409.1671, F.S., authorizes the department to contract for foster care and related services.
- 2) Section 20.19, F.S., authorizes the department to contract for prevention services.

### c. Scope of Service

The Lead Agency shall deliver a comprehensive array of foster care and related services to eligible children and families in the following counties: **Miami-Dade and Monroe Counties**. Pursuant to s. 409.1671, F.S., these services include, but are not limited to: family preservation, independent living, emergency shelter, residential group care, foster care, therapeutic foster care, intensive residential treatment, foster care supervision, case management, post placement supervision, permanent foster care, and family reunification. Related services shall also include prevention, diversion, and adoption services.

### d. Major Program Goals

The Lead Agency shall deliver services through community-based partnerships, while ensuring the safety, well-being, and permanency of children and families.

## 3. Clients to be Served

### a. General Description

Services are provided to children and families who are in need of child abuse and neglect prevention or child protection and permanency services.

### b. Client Eligibility

Clients eligible for service under this contract shall be determined in accordance with the provisions of: s. 409.175, F.S., and Chapters 65C-13 through 65C-16, 65C-28 through 65C-30, F.A.C.; Chapters 39, 63, and 409, F.S., and, Title IV-B and Title IV-E of the Social Security Act, as amended.

### c. Client Determination

The department shall make the final determination as to client eligibility for services. In the event of any disputes regarding client eligibility, dispute resolution, as described in section D.1 shall be implemented.

#### d. Contract Limits

This contract is limited to eligible children and families in the geographic area defined in section A.2.c.

### B. MANNER OF SERVICE PROVISION

#### 1. Service Task List

- a. The Lead Agency shall perform the following General Tasks:
  - 1) Develop and implement departmentally approved local Quality Improvement Plan consistent with the goals and objectives in Florida's statewide Quality Improvement Plan.
  - 2) Develop and implement an annual Quality Management Plan that follows statewide criteria and is approved by the department. The plan will include quality assurance and quality improvement activities conducted by the Lead Agency and its subcontracted case management organizations. Revisions to the approved annual plan must be approved by the department prior to execution by the Lead Agency.
  - 3) Participate in, and as necessary, assure the participation of their subcontracted case management organizations in state-directed quality management processes, including reporting on quarterly activity, participation in the federal Child and Family Services Review and development of follow-up improvement plans.
  - 4) Ensure all quality assurance reviewers attend department sponsored quality assurance reviewer training and pass the competency test within six months of employment as a quality assurance reviewer.
  - 5) Comply with the **“Regional Quality Assurance Model Guidelines for Completing Child Protection Investigations and Case Management Quality Assurance Reviews”** (dated July 2008) a practice framework for conducting quality assurance reviews. Guidelines will be updated as necessary and posted on the department’s website and the Florida Mental Health Institute’s Center for the Advancement of Child Welfare Practice.
  - 6) Comply with all state laws and rules and federal laws and regulations. The department’s authority and requirements references are included in the **“Community-Based Care Authority and Requirements Reference Guide”** (dated 03/15/09), which is incorporated herein by reference and maintained on the department’s website.
  - 7) Use the department’s operating procedures until the Lead Agency’s own are approved for implementation. The department agrees to review proposed operating procedures submitted to it by the Lead Agency and may respond in writing with comments or approval within thirty (30) business days from the day of receipt. Once approved by the department, the Lead Agency’s operating procedures may be amended provided that they conform to state and federal laws, the Florida Administrative Code, and federal regulations. Substantive amendments will be provided to the department, and the department may provide comments if issues are noted. If the Lead Agency develops its own procedures, such shall be modified or revised when necessary to comply with

changes to all state and federal laws, rules, and regulations.

- 8) Submit any revisions in operating procedures or policy that affect the State Plan for Title IV-E funding or any other federal funding source to the department for approval prior to implementation. The department agrees to approve or reject such revisions within thirty (30) business days of receipt. The department agrees to provide technical assistance to ensure that the Lead Agency's contribution to the State Plan is sufficient.
- 9) Document the provision of all services in a master file as described in Chapter 39, F.S., consistent with P.L. 105-89, the Adoption and Safe Family Act (ASFA) performance standards and ss. 90.803(6), F.S.
- 10) Ensure transportation of children to meet each child's safety, well-being, and permanency needs. Comply with the provisions of Chapter 427, F.S., Part I, Transportation Services, and Chapter 41-2, F.A.C., Commission for the Transportation Disadvantaged, if public funds provided under this contract will be used to transport clients.
- 11) Comply with activities related to information systems in compliance with the **"Community-Based Care Information System Requirements"** (dated 07/01/07), which is incorporated herein by reference and is maintained on the department's website. Florida Safe Families Network (FSFN) is the department's system of record for all child welfare casework. The Lead Agency agrees to ensure that FSFN is updated within three (3) business days of any changes known to the Lead Agency or its case management organizations to ensure FSFN contains the most accurate and complete data regarding child welfare casework.
- 12) Perform all activities and comply with all reporting requirements to ensure maximum federal fund earnings. Failure to earn the funds may result in a corresponding reduction of the total amount paid under this contract.
- 13) Comply with any requirements imposed by an applicable court order or settlement related to pending or future lawsuits against the department that affect services provided under this contract. The Lead Agency shall be advised and consulted by the department regarding the status and potential settlement of any such suit, but the Lead Agency shall not have veto authority over any such settlement. If such compliance results in a verified increase in the cost of providing services under this contract and if additional funds are appropriated to the department to offset that increase in cost, the department agrees to negotiate a share of the appropriated funds to be added to the amount to be paid pursuant to this contract for the year in which the funds are appropriated. If such compliance results in a verified increase in the cost of providing services under this contract and if no additional funds are appropriated to the department to offset that increase in cost, the Lead Agency may seek additional available funds pursuant to ss. 409.1671(7), F.S.
- 14) Comply with ss. 409.175(16), F.S., regarding the confidentiality of information concerning foster parents.
- 15) The Lead Agency shall develop and submit a Cost Allocation Plan (CAP) to the department for approval in accordance with 45 CFR Part 95. The CAP must be structured in accordance with the approved CAP Template, which is incorporated herein

by reference and maintained on the department's website. Any amendments to the approved cost allocation plan must be approved in writing by the department prior to implementation except for changes required due to federal or state legislative initiatives. The cost allocation plan must:

- a) Describe the procedures used to identify measure and allocate all costs to each of the programs/services operated or supervised by the Lead Agency.
- b) Conform to the accounting principles and standards prescribed in Office of Management and Budget Circulars A-87 and A-122, and other pertinent department regulations and instructions relating to the plan.
- c) Be promptly amended, submitted and approved by the department if any of the following events occur:
  - (1) The procedures shown in the existing cost allocation plan become outdated because of organizational changes, changes in Federal law or regulations, or significant changes in program levels, affecting the validity of the approved cost allocation procedures.
  - (2) The Lead Agency or department discovers a material defect in the cost allocation plan.
  - (3) Any changes occur which make the allocation basis or procedures in the approved cost allocation plan invalid.
- d) If a Lead Agency has not submitted a revised cost allocation plan or amendment by the end of each State Fiscal Year, an annual statement shall be submitted to the department certifying that the currently approved cost allocation plan is valid. This statement shall be submitted no later than July 31 each year.
- 16) The Lead Agency shall ensure that it and its appropriate subcontractors remain in compliance with federal funding requirements as identified in Florida's TANF, Title IV-B and Title IV-E State Plans, Children and Family Operating Procedures 175-71, 175-93, 175-29 and 175-59. Additionally, the Lead Agency and its subcontractors shall ensure that client eligibility records are maintained according to the department's records retention schedule and be made available for federal and state audits.
- 17) Within 6 months of the execution of this contract, the Lead Agency agrees to submit a proposed Contingency Transition Plan, to be agreed upon by both parties, that includes all components described in "**CBC Termination Contingency Transition Plan**" (dated 07/01/07), which is incorporated herein by reference and is maintained on the department's website. The Lead Agency agrees to update and submit the transition plan 6 months prior to any contract ending date including ending dates that precede renewal periods.

18) The Lead Agency recognizes that certain children who come to the attention of the department and who are at risk of abuse, neglect, or abandonment may benefit from prevention services and remain in their home. For those cases that do not meet the criteria for a report and protective investigation, the Lead Agency and the departmental circuit agree to develop a process for responding to referrals from the department's Hotline for prevention services to children and families who may benefit from those services to prevent abuse, neglect, or abandonment.

b. The Lead Agency shall ensure the delivery of Child Protection Tasks to include:

- 1) Ensure the delivery of foster care and related services, based on a case plan developed pursuant to s. 39.601, F.S., and document services in the child's master file.
- 2) Initiate services upon receipt of each case and document the initiation of service provision. Should case transfer information be incomplete, the provider shall not delay initiation of service.
- 3) Provide Independent Living services to eligible children and young adults formerly in foster care as described in s. 409.1451, F.S. Eligible children ages 13-17 in licensed care must receive these services if prescribed in the case plan. Eligible adults 18 years and over shall receive Independent Living services within funds available through this contract.
- 4) The Lead Agency agrees to deliver Independent Living Transitional Services in accordance with the Standards provided in **“Community-Based Care Lead Agency Standards for Independent Living Transitional Services”** dated (3/15/09), which is incorporated herein by reference and maintained on the department's website.

c. The Lead Agency shall perform Licensing Tasks to include:

- 1) Compliance with licensing requirements as described in s. 409.175, F.S.; Chapter 65C-13, F.A.C.; and Chapters 65C-14, F.A.C. for Child Caring Agencies and 65C-15, F.A.C. for Child Placing Agencies.
- 2) If the Lead Agency determines during the licensing process that a prospective family was previously licensed as a foster parent in Florida or in another state, a written request shall be made for a reference, copies of initial or ongoing licensing studies, closing summaries, information about any complaints made or concerns expressed regarding the prospective family's parenting ability, reason for closure, and the results of background screening. The initial written request and all follow up procedures shall be documented in the licensing file.
- 3) Submit to the department a letter and all supporting documentation which asserts that the prospective foster parent(s) meet(s) all initial licensing or relicensing requirements as described in Rule 65C-13.011, F.A.C. The supporting documentation shall include but not be limited to:
  - a) Copies of Licensing Standards Checklist.

- b) The application for licensing.
- c) The letter of recommendation from the provider.
- d) A copy of the home study and floor plan, which addresses all items, required in Rule 65C-13.011, F.A.C.
- e) Central Abuse Hotline Record Search (CAHRS) reports clearances.
- f) Local law enforcement checks.
- g) Federal law enforcement checks (screening clearance letter).
- h) State law enforcement checks.
- i) Personal and school references.
- j) Medical information.
- k) Sanitation, fire and radon inspection and testing documentation.
- l) Initial pre-service or, as appropriate, annual in service training.

- 4) With the approval of the contract manager implement the option for child placing agency or lead agency to perform foster family relicensing functions by the attestation model.
- 5) Ensure that each family foster home operator signs a release of information form, so that the department and the Lead Agency may share information.
- 6) Recommend that the department issue or deny an initial license or renew, revoke or modify an existing license. The Lead Agency shall submit all required family foster home relicensing supporting documentation to the department at least thirty (30) calendar days prior to the expiration date of the current license. If the Lead Agency is unable to provide all required supporting documentation prior to the expiration of the license the Lead Agency shall immediately remove the children from the unlicensed home.
- 7) Review foster care referrals received from the Abuse Registry that do not meet the legal definition of abuse, neglect or abandonment, but which reflect complaints about the conditions or circumstances within a foster home serving children under this contract.
- 8) Contribute to the preparation of the evidence and defense required for any administrative hearing brought against the department or Lead Agency for denial or termination of a license.
- 9) Provide copies of licensing records to the department within a reasonable time upon request.
- 10) Develop a corrective action plan with the family foster home as required.
- 11) The department will not require the Lead Agency or its subcontracted provider network to use any particular foster home, provided that any foster home in which children are placed

is licensed by the State. The department agrees to not require the Lead Agency to recommend any particular home for licensure.

- 12) Coordinate training for prospective foster and adoptive parents and licensed foster parents as required to meet licensing standards as described in s. 409.175, F.S., and Chapter 65C-13, F.A.C. The Lead Agency shall be responsible for ensuring foster parents receive appropriate training specific to the needs of children placed in their home.
- 13) The Lead Agency's employees, relatives of the Lead Agency's employees, subcontractors or subcontractor's employees within the provider's service delivery system may apply to be licensed as a foster parent to any child that receives services under this contract, provided a) the licensing study is accomplished by a licensed child-placing agency separate from the agency by which the prospective foster parents are employed and the study is submitted to the department for approval, and b) the Lead Agency has an operating procedure which requires that the Executive Director of the provider agency review and approve the submission by the provider of all such licensing applications to the department.

d. The Lead Agency shall deliver Adoption Services, to include:

- 1) Services designed to prepare children for adoption placement.
- 2) Recruitment and retention of adoptive families for special needs children, ensuring that families recruited reflect the racial and ethnic diversity of children waiting for adoptive homes.
- 3) Registration and maintenance of information on the Adoption Exchange, to include children waiting for adoption and approved adoptive families.
- 4) Providing support services to adoptive families, to include services leading to legal finalization of the adoption. Examples include assessment for needed services and supervision of the child in the adoptive home, referral to appropriate medical, mental health and behavioral management services, services relevant to children with developmental disabilities, if applicable, and training and support group participation for the child and family. Within the limits of federal and state guidelines, the Lead Agency, acting as the provider of adoption services, is given the authority to create a binding contract with the adoptive parents when all parties have signed an adoption assistance agreement. The adoption assistance agreement is binding until the child reaches age 18, it is determined that the parent is no longer legally responsible for the child or it is determined that the parent is no longer providing support to the child. The agreement cannot be altered unless there is a concurrence of the adoptive parents.
- 5) Providing information about and services for families requesting post-adoption support services. Examples of post-adoption support services include, but are not limited to, short term case management, the provision of support groups for adoptive parents and their adopted children, training for adoptive families, assistance with financial needs through medical subsidy, and assistance with securing necessary mental health, behavioral, therapeutic, dental, services relevant to children with developmental disabilities, if applicable, and medical services for the adopted child. These services shall be documented in the statewide automated system as post adoption services cases. In addition, annual

renewals for Adoption Assistance Medicaid shall be completed as well as the necessary Interstate forms to establish Florida Medicaid for adoptive families that have moved to Florida with an adopted child who is receiving adoption assistance from another state.

- 6) The Lead Agency shall be responsible for collecting, redacting (as necessary) and making available, no later than at the time of the child's placement with the prospective adoptive parents for the purposes of adoption, all documentation and information to fully disclose the history of each child to be adopted as required by law to the prospective adoptive parents as required by s. 63.085, F.S., and rule 65C-16.002, F.A.C., and ensure that the prospective adoptive parents complete and sign DCF Disclosure Form 5328 which is incorporated herein by reference.
- 7) The department will work with the Lead Agency to develop their own operational procedures to include additional disclosure of information, and the timing of that disclosure for prospective adoptive parents. The Lead Agency policies concerning disclosure and the timing of disclosure shall be reviewed and approved by the department. The policies shall be provided to the department within sixty (60) calendar days of the date of execution of this contract; the department shall approve, or provide comments, within thirty (30) calendar days after its receipt of the interim policies.

e. The Lead Agency shall deliver Placement Services to include:

- 1) Supervision and placement for children, 24 hours a day, 7 days per week, including holidays.
- 2) Ensure that each family foster home is licensed in accordance with s. 409.175, F.S.
- 3) Achieve and maintain licensure by the department as a child-placing agency in accordance with Ch. 409, F.S. Ensure subcontractors are licensed as a child-placing agency if performing Title IV-E reimbursable services or if required pursuant to Florida law.
- 4) The Lead Agency and the circuit/region shall, subject to local agreement, ensure that each child receives a Child Health Checkup within 72 hours of initial removal as required by Rule 65C-29.008, F.A.C., and further defined in Rule 65C-30.001 (17), F.A.C. The Child Health Checkup requirements are described in the Florida Medicaid Summary of Services, Section II, Medicaid Covered Services.
- 5) Secure, approve, and review all relative and nonrelative placements under the Lead Agency's supervision. If a relative placement, the Lead Agency shall comply with s. 39.5085, F.S., Relative Caregiver Program.
- 6) In the event the Lead Agency exercises the authority to deny any home the opportunity to provide foster care to any child served under the contract, justification to support that decision must be thoroughly documented and maintained on file.

f. Task Limits

- 1) Shared risk for service utilization.

The department recognizes a responsibility for ensuring that contract utilization does not

exceed projected levels due to the failure to adequately manage child protection activities under the direct jurisdiction and control of the department. Specifically, the department agrees to review increases in the number of children and families referred for in-home services and the number of children referred from child protection investigations directly to out-of-home services as follows:

- a) Review. At minimum, this review will include: (1) the total number of reports with verified and some indicators from at least the last two preceding fiscal years; (2) the total number of referrals from child protective investigations to in-home services as a percentage of the total number of reports with verified and some indicators; and, (3) the total number of referrals from child protective investigations for out-of-home services as a percentage of the total number of reports with verified and some indicators.
- b) Capacity. The review will also examine the extent to which capacity has been built and expanded within the community to prevent in-home and out-of-home service referrals.
- c) Determination. Upon examination of the data outlined in the review process, along with any other relevant information, the department will render a determination as to whether or not the Lead Agency has experienced an increase in service utilization which is either (1) a function of the department's managed child protection performance; (2) a function of some other external factor (e.g. media event, judicial actions, drug epidemic); or (3) a function of Lead Agency managed service performance.
- d) Potential actions. In those instances where service utilization for in-home and/or out-of-home care is a result of the department's managed child protection performance, the department will pursue accessing available resources in an effort to reimburse, either partially or in whole, the anticipated additional cost for serving clients over the anticipated projection. In those instances where increased service utilization is a function of some other external factor, and results in a verified increase in the cost of providing services under this contract, and if no additional funds are appropriated to the circuit to offset that increase in cost, the department and the Lead Agency agree to seek additional funding, via the shared risk pool, if available, pursuant to ss. 409.1671(7), F.S. or through any other available avenue of resources, including the Florida Legislature.
- e) Shared Risk
  - i. In the event any events below occur, which cause an increase in the cost associated with the delivery of services, the Lead Agency and the department will seek additional funds through the risk pool, if appropriate, or through any other available avenue of resources, including the Florida Legislature:
    - 1) requirements imposed by an applicable court order or settlement related to pending or future lawsuits against the department that affect services provided under this contract;
    - 2) changes in law or policy that cause a change in the delivery of services;
    - 3) there is a significant increase change in the service needs;

- 4) any increase in the number of children in care (based on June 30, 2006 number of children served); or,
- 5) a natural disaster or other catastrophic event.

- ii. If there are no additional funds through any of these avenues, the Lead Agency and its subcontracted provider network will make a diligent good faith effort to accommodate all new children entering care. If the Lead Agency determines at any time that the increased population results in a reduction of services, the Lead Agency will advise the department and assist in transitioning services for these additional children back to the department, or, if the department deems that a full service transition is preferred, the Lead Agency will assist in transitioning the entire system of care. Any actions necessary to carry out the provisions of this section shall be documented via a contract amendment.
- iii. If funding is not available to address the foregoing requirements, the department will work with the Lead Agency to adjust contract terms or performance expectations to meet the funding availability. However, both parties acknowledge that any solution to covering such increased costs must be designed to avoid any negative impact on the provision of services to children or compromise child safety.
- iv. The department agrees to review increases in the number of children and families referred for in-home services and the number of children referred from child protection investigations directly to out-of home services. Upon examination of the data, along with any other relevant information, the department will render a determination as to the cause for the increase. If the Lead Agency does not agree with the department's determination as to whether or not the increase in population is a result of either the department's managed child protection performance or some other external extenuating circumstances, the parties agree to follow the dispute resolution procedures identified in paragraphs D.1.a) and b) of this Contract.

- 2) The Lead Agency shall determine the appropriate level of services to be delivered for prevention services and post adoption support services.

## 2. Staffing Requirements

### a. Staffing Levels

The Lead Agency and its subcontractors shall determine the adequate number of qualified and trained staff available to provide services stipulated in this contract.

### b. Professional Qualification

- 1) The Lead Agency shall ensure that its relevant staff, and any relevant subcontractor staff and volunteers, meets the qualification, screening and training/certification requirements as required by Chapters 65C-14, F.A.C. and/or 65C-15, F.A.C., sections 435.04, 402.40, 402.731, and 491.012, F.S. Requirements for documentation of in-service training is addressed in the **“Community-Based Care Documentation Requirements for Child**

**Welfare Pre-Service and In-Service Training Dollars”** (dated 07/01/06), which is incorporated herein by reference and maintained on the department’s website.

- 2) The Lead Agency agrees to deliver child welfare pre-service training to professional staff in accordance with the department’s Child Protection Professional Certification Program.

**c. Staffing Changes**

The Lead Agency shall submit written notice to the department’s contract manager in case of a vacancy in the Chief Executive Officer (CEO), Executive Director or Chief Financial Officer’s position. The notification shall identify the person(s) who is assuming the responsibilities of that position during the vacancy. When the Chief Executive Officer (CEO), Executive Director or Chief Financial Officer’s position is filled, the Lead Agency shall notify the department in writing of the identity and qualifications of the new Chief Executive Officer (CEO), Executive Director or Chief Financial Officer.

**d. Subcontractors**

- 1) The Lead Agency shall be responsible for service delivery, monitoring and quality assurance of all subcontracts entered into by the Lead Agency under this contract. The Lead Agency shall develop written procedures for monitoring of subcontracts. These procedures shall be approved by the department and available upon request to the department and to state and federal auditors. The Lead Agency shall have quality assurance/quality improvement plans for subcontractors. The Lead Agency shall also establish and maintain an internal quality improvement process to assess its performance and that of its subcontractors.
- 2) The Lead Agency may subcontract for services unless specifically prohibited in this contract. The Lead Agency is not required to obtain subcontract approval as required under section I.I.1. of the Standard Contract unless any of the following conditions apply.

The person or entity:

- a) is barred, suspended, or otherwise prohibited from doing business with any government entity, or has been barred, suspended, or otherwise prohibited from doing business with any government entity within the last 5 years;
- b) is under investigation or indictment for criminal conduct, or has been convicted of any crime which would adversely reflect on their ability to provide services to vulnerable populations, including, but not limited to, abused or neglected children, or which adversely reflects their ability to properly handle public funds;
- c) is currently involved, or has been involved within the last 5 years, with any litigation, regardless of whether as a plaintiff or defendant, which might pose a conflict of interest to the department, the State or its subdivisions, or a federal entity providing funds to the department;

- d) has had a contract terminated by the department for a failure to satisfactorily perform or for cause; or
- e) has failed to implement a corrective action plan approved by the department or any other governmental entity, after having received due notice.

If any of the conditions above are applicable, the Lead Agency must obtain written approval from the department prior to entering into the subcontract. In order to comply with this requirement, the provider shall require all proposed subcontracted providers to provide assurances, in a notarized affidavit, that the conditions above do not exist. If the provider knows disqualifying conditions at any time, it shall disclose this information to the department. Both parties agree to take appropriate action

- 3) The Lead Agency shall conduct a detailed cost analysis for all subcontracts in excess of **\$1,000,000.00**. The Lead Agency shall conduct competitive procurement for subcontracted services in accordance with established procurement operating procedures.
- 4) The Lead Agency shall include in all appropriate subcontract agreements: a detailed scope of work; clear and specific deliverables; performance standards; sanctions for non-performance; programmatic monitoring requirements; fiscal monitoring requirements; and, detailed documentation requirements. The Lead Agency shall require any subcontractors to participate in the statewide quality management system.
- 5) The Lead Agency's monitoring procedures for its subcontracts shall be structured to ensure the satisfactory delivery of services as well as the appropriate expenditure of funds.
- 6) The Lead Agency agrees to administer subcontracting activities in accordance with the most current version of the **"Community-Based Care Lead Agency Subcontracting Guidelines"** (dated 09/12/05) developed and distributed by the Florida Coalition for Children, which is incorporated by reference, and maintained on the department's website, unless the Lead Agency has developed their own guidelines which have been approved by the department.

### **3. Service Location and Equipment**

#### **a. Service Delivery Location**

The Lead Agency shall deliver a comprehensive array of foster care and related services in **Miami-Dade and Monroe Counties** to eligible children and families. The Lead Agency's primary service delivery and business address is:

401 NW 2<sup>nd</sup> Avenue

South Tower, 10<sup>th</sup> Floor

Miami, FL 33128

**b. Service Times**

The Lead Agency shall be available and is responsible for providing an immediate response 24 hours a day, seven days a week.

**c. Changes in Location**

The Lead Agency shall notify the contract manager in writing at least thirty (30) calendar days in advance of any change in the street address, mailing address, facsimile number, or telephone number of the provider's primary business address or service delivery location.

**d. Equipment**

The Lead Agency shall comply with requirements related to the nonexpendable property obtained or transferred for services under this contract are addressed in the **"Community-Based Care Tangible Personal Property Requirements"** (dated 4/01/09), which is incorporated herein by reference and maintained on the department's website.

**4. Deliverables**

**a. Service Units**

A service unit is one month of all system of care related services to all eligible children and their families.

**b. Records and Documentation**

The Lead Agency shall maintain sufficient documentation to provide evidence of service delivery. Records and documentation must be developed and maintained in accordance with state and federal laws.

**c. Reports**

The list of the reports to be completed by the Lead Agency, including the time frame for their final due dates, frequency, and format are all specified in Exhibit A, Reports.

**5. Performance Specifications**

**a. Performance Measures**

The Lead Agency shall be required to meet performance standards listed below whether services are performed directly or performed by a subcontractor. The term "performance standard" refers to the numerical level of achievement stated as a percentage, ratio or count. The term "performance target" refers to the Lead Agency's expected annual achievement of progressive improvement toward each performance standard through the end of the contract period, or until such time as the provider is expected to achieve the standard. The Lead Agency shall demonstrate progress throughout the state fiscal year and will be required to be functioning at the performance

target for the appropriate fiscal year by the end of that fiscal year, or by the contract end date should that occur within the fiscal year.

The department reserves the right to modify or add any performance measures that are required by federal funding sources to comply with federal requirements. Any modifications or additions will only be accomplished through formal amendment to this contract.

Performance Measures	06/30/10	06/30/11	06/30/12	06/30/13	06/30/14
1) The percentage of children served in out-of-home care who are not maltreated by their out-of-home caregiver shall be at least _____ percent.	99.68%	99.68%	99.68%	TBD	TBD
2) The percentage of children under supervision who are required to be seen each month who are seen each month shall be at least 100 percent.	100%	100%	100%	TBD	TBD
3) The percentage of children reunified who were reunified within 12 months of the latest removal shall be at least _____ percent.	72%	73.5%	75.2%	TBD	TBD
4) The percentage of children reunified who re-entered out-of-home care within 12 months shall not exceed _____ percent.	9.9%	9.9%	9.9%	TBD	TBD
5) The percentage of children who were adopted who were adopted within 24 months of the latest removal shall be at least _____ percent.	36.6%	36.6%	36.6%	TBD	TBD
6) The percent of children in out-of-home care 24 months or longer on July 1 who achieved permanency prior to their 18 <sup>th</sup> birthday and by June 30 shall be at least _____ percent.	18%	24%	29.1%	TBD	TBD
7) The percentage of children in out-of-home care for at least eight days, but less than 12 months, who had two or fewer placement settings, shall be at least _____ percent.	86%	86%	86%	TBD	TBD
8) The number of children with finalized adoptions between July 1, 20____ and June 30, 20____ shall be at least _____.	267	TBD	TBD	TBD	TBD
9) The percent of children under supervision who are required to be seen every 30 days, who are seen every 30 days shall be at least _____ percent.	N/A	TBD	TBD	TBD	TBD

\* For FY 09/10 & 10/11 targets will be locally negotiated. For FY 11/12 the statewide goals as established will be used.

## **b. Description of Performance Measurement Terms**

The definitions of any terms in Section B.5 are listed in the “**Community-Based Care Performance Measures Methodology Document**” (dated 3/23/09), which is incorporated herein by reference and maintained on the department’s website

## **c. Performance Evaluation Methodology**

- 1) The performance evaluation methodology for statewide measures is described in the “**Community-Based Care Performance Measures Methodology Document**” (dated 3/23/09).
- 2) Performance Standards Statement

By execution of this contract the Lead Agency hereby acknowledges and agrees that its performance under the contract must meet the standards set forth above and will be bound by the conditions set forth in this contract. If the Lead Agency fails to meet these standards, the department, at its exclusive option, may allow up to six months for the Lead Agency to achieve compliance with the standards. If performance deficiencies are not resolved to the satisfaction of the department within the prescribed time, and if no extenuating circumstances can be documented by the Lead Agency to the department’s satisfaction, the department must cancel the contract with the Lead Agency. The determination of the extenuating or mitigating circumstances is the exclusive determination of the department.

## **6. Lead Agency Responsibilities**

### **a. Lead Agency Unique Activities**

- 1) At the request of the Secretary of the department or the Circuit Administrator, the Lead Agency shall provide performance information or reports other than those required by this agreement. The department agrees to make these requests only after all data sources to which the department has access have been exhausted. These requests should be a last resort and made with due consideration for Lead Agency workload and costs. For requests that are complex and difficult to address, the Lead Agency and the department will develop and implement a mutually viable work plan. Annually, the Lead Agency will participate with the regional Quality Assurance (QA) staff in the production of two Special QA Reports for systemic issues identified by the Secretary.
- 2) The Lead Agency shall cooperate with the department when a regulatory complaint about a licensed home or facility operated by the Lead Agency or one of its subcontractors results in an investigation.
- 3) The Lead Agency shall meet with the Circuit Administrator/Region Director and Community Alliance members on a quarterly basis to provide a briefing on the status of their operation.

- 4) The Lead Agency's employees, relatives of the Lead Agency's employees, subcontractors or subcontractor's employees within the Lead Agency's service delivery system may apply to be licensed as a foster parent or relative caregiver to any child that receives services under this contract, provided:
  - a) the licensing study is accomplished by a licensed child-placing agency separate from the agency by which the prospective foster parents or relative caregivers are employed and the study is submitted to the department for approval, and
  - b) the Lead Agency has an operating procedure which requires that the Chief Executive Officer of the Lead Agency review and approve the submission by the Lead Agency of all such licensing applications to the department.
- 5) The Lead Agency accepts its responsibility for all work required under this contract whether performed with its own resources or by an approved subcontractor. The Lead Agency shall monitor the performance of its subcontractors, conducting follow-up actions in accordance with the department approved Subcontract Monitoring Plan.
- 6) If conditions exist that could interrupt service delivery, the Lead Agency shall notify the department within 48 hours. Reportable conditions may include but are not limited to:
  - a) Inappropriate client terminations;
  - b) Financial concerns or difficulties;
  - c) Service documentation problems;
  - d) Subcontract non-compliance;
  - e) Ineffective services and increasing client complaints.

The above notice shall include a brief summary of the condition(s) or problem(s), the proposed countermeasures, and the time frames for implementation of the countermeasures.

- 7) The Lead Agency shall establish a procedure for foster and adoptive parents to contact a Lead Agency representative in the event of delayed or non-delivery of payments. The Lead Agency representative will address and resolve the issue.
- 8) The Lead Agency agrees to coordinate and collaborate with the department's Interstate Compact on the Placement of Children office when working with children who are placed out of state or children who are being placed from another state. The Lead Agency shall comply with the Safe and Timely Interstate Placement of Foster Children Act of 2006 (PL 109-239), CFOP 175-54, Interstate Compact on the Placement of Children, CFOP 175-55, Priority Placement under the Interstate Compact on the Placement of Children, and CFOP 175-97, and the Interstate Compact on Adoption and Medical Assistance in carrying out these activities. The Lead Agency agrees to comply with future Interstate Compacts executed by Florida.

- 9) Fee collections. The Lead Agency shall administer the fee collection process for clients under its care in accordance with the laws, rules and regulations specifically addressing the responsibilities of representative payee for social security funds paid on behalf of any child served under this contract. This includes establishing a depository bank account and becoming the representative payee of the clients. Funds received will be assessed maintenance fees, in accordance with section 402.33, F.S., and those fees will be transferred to the department within thirty (30) calendar days of their receipt. The department shall return the applicable portion of the deposits made to the Operations and Maintenance Trust Fund of the department, as appropriated by the Legislature to the provider under this contract for services provided to the client (s) and subsequently invoiced to the department. Funds in excess of the assessed fees to the client (s) will be retained in the Client Trust Fund and administered on behalf of the client (s) by the provider as Representative Payee in accordance with the terms of this Contract.
- 10) Client Trust Fund. The Lead Agency shall assume all responsibilities for administration of the personal property and funds of clients, as required by section 402.17, F.S., and the department's Accounting Procedures Manual 7 APM 6. Department personnel or their designees upon request may review all records relating to this section. Any shortages of client funds that are attributable to the Lead Agency shall be repaid, plus applicable interest, within one week of the determination. Any shortages that are not repaid in accordance with this section may be recovered by the department by deducting the amounts owed from subsequent payments owed to the Lead Agency for services provided under this contract. The Lead Agency and the department mutually agree to develop a transition protocol prior to the Lead Agency's assuming responsibility for any Client Trust Fund assets. The transition protocol shall not be implemented until written authorization is received from the Social Security Administration which establishes the provider as the Representative Payee for eligible clients served under this Contract.
- 11) The Lead Agency agrees to deliver a coordinated response to requests from the department or Sheriff's Office conducting child protective investigations related to its coordination of child safety issues with the Department of Juvenile Justice and the Agency for Persons with Disabilities. The Lead Agency recognizes that certain children, who are at risk of abuse or neglect, cross multiple systems of care and multiple state agencies. The Lead Agency agrees to immediately respond to requests to mitigate child abuse and neglect for this population.

#### **b. Coordination With Other Providers/Entities**

- 1) Upon the effective date of this Contract, the Lead Agency shall establish and maintain working agreements with other providers, department entities, to include but not limited to those entities serving persons with developmental disabilities and local organizations in order to fully implement the requirements of the CBC System of Care. Working agreements shall clarify roles and responsibilities, establish a shared vision, and promote integrated community support and services in order to improve outcomes for families involved in the child welfare system.

- 2) Upon the effective date of this Contract, the Lead Agency hereby agrees to have established and to maintain working agreements to include joint operating procedures with any entity providing Child Protective Investigations (CPI) in counties served by the provider under this contract. The Lead Agency agrees to amend working agreements as needed with entities providing CPI to clarify roles and responsibilities including client file transfer and the ability to coordinate the immediate delivery of services as necessary.
- 3) The Lead Agency hereby agrees to develop and implement a system of care with the department's contracted Substance Abuse & Mental Health providers within their communities through the execution of a working agreement. The intent of the working agreement is to establish a formal linkage of partnerships with a shared vision for improving outcomes for families involved in the child welfare system, by providing integrated community support and services.
- 4) The Lead Agency hereby agrees to participate in the development and implementation of local and state plans for the promotion of adoption, support of adoptive families, and prevention of abuse, abandonment, and neglect of children as outlined in ss. 39.001(8) and (9), F.S.

**c. Reference Checks of Current and Former Department and Lead Agency Employees**

The Lead Agency or its subcontractor shall conduct a reference check of any current or former department or any Lead Agency or subcontractor employee who applies and is being considered for employment prior to the appointment of the individual. The reference check will be documented in writing and maintained in the employee's personnel file. The department will not give a neutral reference, and the Lead Agency will not accept a neutral reference, for any current or former employee of the department seeking employment with the provider or its subcontractor.

**7. Department Responsibilities**

**a. Department Obligations**

- 1) The department agrees to provide technical assistance and consultation to the Lead Agency in the process of initial licensing and re-licensing of family foster homes.
- 2) The department retains the responsibility for the review, approval or denial, and issuance of all foster home licenses. After receiving a request for licensure or relicensure and a copy of the foster home's home study or group home's narrative study with a complete licensing packet, the department has ten (10) business days to issue the license or provide a written statement expressly stating the basis for denial and its legal authority.
- 3) Upon receipt of a regulatory complaint about a licensed home or facility operated by the Lead Agency or one of its subcontractors, the department agrees to notify the Lead Agency within one (1) business day. The department will work in cooperation with the Lead Agency when investigations are conducted.
- 4) The department agrees to process applications submitted by the Lead Agency for the

Interstate Compact for the Placement of Children and the Interstate Compact for Adoption and Medical Assistance.

- 5) The department agrees to assist the provider with access to and coordination with other service programs within the department such as Substance Abuse, Mental Health, Child Welfare/CBC, and Economic Self-Sufficiency, and in the development and maintenance of working agreements listed in section B.6.b.2). The Lead Agency shall contact the various program offices within the department for assistance and instruction on how to access these services. The department will respond to the Lead Agency's inquiry within five (5) business days.
- 6) The department agrees to determine Medicaid eligibility within forty-five (45) calendar days of receipt of the required information needed for determination and will coordinate services with the Agency for Health Care Administration. In addition, the department has exclusive authority to determine Title IV-E and Title IV-A eligibility, and will provide eligibility information to the provider within forty-five (45) business days of receipt of a completed application.
- 7) The department agrees to provide information related to any part of this contract's budget, training events, and changes in applicable state and federal laws, regulations, administrative rules, operating procedures, or department policies, including those references listed in "**Community-Based Care Authority and Requirements**" (dated 3/15/09).
- 8) The department agrees to provide the necessary training and technical assistance to register children and families on the adoption exchange system. In addition, changes to the system will be made available to the provider.
- 9) The department is responsible for developing, in cooperation with the Community-Based Care providers, a standardized competency-based curriculum for certification training, and for administering the certification testing program, for child protection staff.
- 10) The department agrees to provide training and technical assistance on the responsibility of the Lead Agency to become representative payee on behalf of children served for all Supplemental Security Income, Social Security, Railroad Retirement, and Veterans Benefits.
- 11) The department will participate in the collaborative development and implementation of the working agreement with the Community Based Care and Substance Abuse and Mental Health providers as well as entities delivering services to persons with developmental disabilities to ensure the integration of services and support within the community. The department will support the development and implementation of the working agreement by providing an example of a Policy Working Agreement, system of care information, data analysis and technical assistance.
- 12) The Lead Agency and the circuit/region shall, subject to local agreement, ensure that each child receives a Child Health Checkup within 72 hours of initial removal as required by Rule 65C-29.008, F.A.C., and further defined in Rule 65C-30.001 (17), F.A.C. The Child Health Checkup requirements are described in the Florida Medicaid Summary of Services, Section II, Medicaid Covered Services.

- 13) Implementation of Title IV-E Waiver Demonstration Project. The department agrees to support the Lead Agency in the delivery of services and supports to eligible children and families and in monitoring the contract as the Lead Agency implements a modified array of services in compliance with the Title IV-E Waiver Demonstration Project.
- 14) Representation: In all juvenile dependency related legal proceedings, including termination of parental rights, Children's Legal Services represents the State of Florida. The General Counsel's office retains the authority and responsibility for representing the Department of Children and Families. Neither the department attorneys nor its contracted attorneys represent the Lead Agency.

**b. Department Determinations**

The department has the sole right to assess and determine the completeness and acceptability of services, reports, and fiscal records according to the terms and conditions of this contract.

**c. Requirements**

1) Compliance and Fiscal Monitoring

The department shall conduct or cause to be conducted an annual review of Lead Agency compliance with contract terms and conditions as well as any approved financial policies and procedures.

- 2) The department shall define and jointly implement with the Lead Agency a formal system for quality management planning, documenting, reviewing, measuring, reporting, analyzing, and improving for service delivery and administration. This system will monitor progress toward achievement of state and federal requirements for compliance and outcomes.

**d. Progressive Intervention and Program Improvement**

The Lead Agency agrees that if it fails to demonstrate satisfactory progress in areas of noncompliance, the department may implement the **“Community-Based Care Progressive Intervention and Program Improvement Process”** (dated 07/01/06), which is incorporated herein by reference and is maintained on the department's website.

**8. Relationship of the Parties Relating to the Interaction Between the Lead Agency and its Subcontractors and the Department through Children's Legal Services (CLS).**

**Exhibit B - Children's Legal Services** attached hereto and made a part hereof shall govern the relationship of the parties relating to the interaction between the Lead Agency and its subcontractors and the department through CLS. In addition to, without limiting any other provisions of this Attachment I, and without being limited by any other provisions of this Attachment I, the parties shall have and comply with the respective rights, responsibilities, and obligations of the parties and shall be bound by the respective acknowledgements of the parties set forth in Exhibit B-Children's Legal Services. Through contract, the Lead Agency

shall cause its subcontractors to be bound by and comply with the responsibilities, obligations, and acknowledgments of the Lead Agency set forth in Exhibit B-Children's Legal Services.

### C. METHOD OF PAYMENT

## 1. Payment Clause

a. This is an advance fixed price, fixed payment contract comprised of Federal sources and a grant of State funds. The Schedule of Funds is the document that identifies the amount of the Federal and grant sources. At the beginning of each fiscal year, the Schedule of Funds will be amended into this contract, and the total contract amount will be adjusted accordingly. The department shall pay the Lead Agency for the delivery of service units provided in accordance with the terms of this contract for a total dollar amount not to exceed **\$491,377,850.00**, subject to the availability of funds. The Schedule of Funds is attached as follows:

Attachment II-A Fiscal Year 09-10 **\$98,275,570.00**

Attachment II-B Fiscal Year 10-11 \$TBD

Attachment II-C Fiscal Year 11-12 \$TBD

Attachment II-D Fiscal Year 12-13 \$TBD

Service Unit	Fixed Payment	# of Units	Total Amount
One Month of Child Welfare and Related Services (7/01/09 – 7/31/10)	\$8,189,630.87	1	\$8,189,630.87
One Month of Child Welfare and Related Services (8/01/09 – 6/30/10)	\$8,189,630.83	11	\$90,085,939.13
One Month of Child Welfare and Related Services (7/01/10 – 6/30/11)	TBD	12	TBD
One Month of Child Welfare and Related Services (7/01/11 – 6/30/12)	TBD	12	TBD
One Month of Child Welfare and Related Services (7/01/12 – 6/30/13)	TBD	12	TBD
One Month of Child Welfare and Related Services (7/01/13 – 6/30/14)	TBD	12	TBD

These amounts are subject to increase, via contract amendment, according to the terms specified in paragraph C.11., Renegotiation. The Lead Agency is responsible for documenting Federal earnings and Federal earnings not documented shall be returned to the department. The Lead Agency understands that a number of federal sources are capped and their amount may not be increased and that costs in excess of the funding provided must be paid from either State funds or other outside funding sources. The Lead Agency's annual contract amount may be increased by excess federal earnings in accordance with the provisions of ss. 216.181(11), F.S.

### **b. Advance Payments**

- 1) Advance payments shall be equal to 1/12<sup>th</sup> of the current fiscal year contract value or, in the event that the fiscal year contract value is increased during the year, the advance will be equal to the fiscal year contract amount not yet paid divided by the remaining months to be paid.
- 2) Advances may be requested prior to each month of service for the entire term of the contract, subject to invoice requirements described below. Surplus advanced funds may be temporarily invested by the Lead Agency in an insured account or an interest bearing account. In accordance with subsection 216.181(16)(b), F.S., any interest earned on advanced funds shall be returned to the department periodically or at the end of the contract term including the time period of any renewals no later than forty-five (45) calendar days after the end of the contract. Any interest earnings must be documented on an "**Interest Earned Quarterly Report**", which is incorporated herein by reference and is maintained on the department's website, and submitted to the department with the monthly invoice following the quarter.
- 3) The Lead Agency shall submit all advance payment requests no later than the 20<sup>th</sup> day of the month prior to the month of service.

### **2. Cost Allocation Plan**

The Lead Agency shall submit a revised Cost Allocation Plan (CAP) to the department's contract manager by the date of the payment request for August of each State Fiscal Year. The CAP must be structured in accordance with the approved CAP Template, which is incorporated herein by reference and maintained on the department's website. The department will review and provide any comments within fifteen (15) calendar days of submission. Any CAP revisions as required by the department are to be submitted to the department's contract manager by the date of the payment request for September. Failure to have an approved CAP by September 20<sup>th</sup>, of each State Fiscal Year, will result in no further payments being made until the department approves the CAP.

### **3. Invoice Requirements**

The Lead Agency shall request payment monthly through the submission of a properly completed invoice. The invoice shall be on the Lead Agency's letterhead and shall be in the format described in the "**CBC Invoice**" (dated 7/01/08), which is incorporated herein by

reference and is maintained on the department's website. In addition, the following documentation is required, with each submission of an invoice:

Prior Month "**CBC Monthly Actual Expenditure Report**" (dated 9/01/08), which is incorporated herein by reference and is maintained on the department's website, except the June Monthly Actual Expenditure Report that shall be submitted with the "**CBC Final Expenditure Report**" (dated 7/1/08), which is incorporated herein by reference and is maintained on the department's website.

- "**Promoting Safe and Stable Families (PSSF) Monthly Match Funds Reports**" (dated 7/1/08), which is incorporated herein by reference and is maintained on the department's website.
- "**Child Access and Visitation Grant Monthly Match Funds Report**" (dated 7/1/07), which is incorporated herein by reference and is maintained on the department's website
- Prior Month ICWSIS generated Other Cost Accumulator (OCA) Summary Report

Failure to submit required documentation shall cause payment to be delayed until such documentation is received. The "**CBC Final Expenditure Report**" (dated 7/01/08), for the prior Fiscal Year shall be submitted on the date of the payment request for September of each Fiscal Year.

- a. The Lead Agency shall submit a complete "**CBC Annual Budget by Service Category**" (dated 9/8/08) and a complete "**CBC Functional Budget Template**" (dated 7/1/08), which are incorporated herein by reference and are maintained on the department's website in the format contained in the CBC Annual Budget by Service Category within twenty (20) calendar days from receipt of a new Schedule of Funds from the department. The department will review and provide any comments within fifteen (15) calendar days of submission. Any budget revisions as required by the department are to be submitted to the department's contract manager within ten (10) calendar days of receipt of the department's comments. Failure to submit a completed annual budget within this time frame of each State Fiscal Year will result in no further payments being made until a completed annual budget is submitted to the department.
- b. Budget Design and Earning Requirements:
  - 1) The Lead Agency is responsible for documenting federal earnings. Federal earnings not documented shall be returned to the department at the end of each State fiscal year. The reconciliation of federal amounts owed at the end of the State fiscal year shall be submitted by the date of the payment request for September following the instructions in the "**CBC Final Expenditure Report Description**" which is incorporated herein by reference and is maintained on the department's website using the format contained in the "**CBC Final Expenditure Report**" (dated 7/01/08).
  - 2) The Lead Agency agrees to account for any unexpended State funds at the end of a contract period. The Lead Agency shall either return surplus State funds to the

department at the end of a contract period, or, if the department executes a renewal contract, the Lead Agency agrees to expend the surplus State funds during the first six months of the renewal contract period on program enhancements. Following the end of any State Fiscal Year, the department agrees to identify the amount of surplus State funds. The Lead Agency agrees to submit the **State Funds Roll-forward Report**, which is incorporated herein by reference and is maintained on the department's website, on a monthly basis to report on any expenditures of approved roll-forward amounts. The Lead Agency agrees to submit the monthly report as a supplement to the **CBC Monthly Actual Expenditure Report** (9/01/08) when requesting payment. The submission of this report is not required if there are no surplus State funds, or after any identified surplus state funds have been fully expended.

- 3) The Lead Agency agrees to expend any surplus State funds from the prior fiscal year Community-Based Care contract during the first six months of this contract on program enhancements. The Lead Agency agrees to submit a separate State Funds Roll Forward Report, which is incorporated herein by reference and maintained on the department's website, to account for those expenditures not later than January 20, 2010. Surplus State funds from the previous fiscal year Community-Based Care contract that remain unexpended on January 1, 2010, must be returned to the department no later than January 20, 2010.
- 4) The budgeted amount for Section C must be equivalent to the amount identified in the Schedule of Funds (Attachment II).
- c. A new "**CBC Annual Budget by Service Category**" (dated 9/8/08) form must be submitted by the date for the next payment request following any amendment that revises the Schedule of Funds (Attachment II) or as requested by the department. Any revisions made to the "**CBC Annual Budget by Service Category**" (dated 9/8/08) shall be subject to department approval. The department may also request a new "**CBC Functional Budget Template**" (dated 7/1/08). Failure to submit an adjusted budget by the date for the next payment following an executed amendment that revises the Schedule of Funds (Attachment II) will result in no further payments being made until an adjusted budget is submitted to the department.
- d. Invoice Submission and Reconciliation Schedule:

Service Month	Type of Request	Based On	Submission Date
July and August	Estimated Pay	1/6 <sup>th</sup> of Fiscal Year Contract Amount	July 1
September – June	Estimated Pay	1/12 <sup>th</sup> of Fiscal Year Contract Amount	The 20 <sup>th</sup> day of the month prior to month of service

If, after the fixed payment for June services, there remains a balance in the fiscal year amount for the contract, the Lead Agency shall submit a supplemental June invoice for the balance of the fiscal year amount during the month of June.

#### **4. Service Delivery and Expenditure Documentation**

The Lead Agency will maintain records that document the proper application of the cost allocation methodology as contained in the Lead Agency's department-approved cost allocation plan.

#### **5. Expenditure Documentation**

Expenditure documentation includes, but is not limited to, those expenditures that are allowable as authorized in section 18 of the Implementing Legislation for the FY 2009-2010 General Appropriations Act and the Department of Financial Services' Reference Guide for State Expenditures, which is incorporated herein by reference, and can be located at the following internet address:

[http://www.fldfs.com/aadir/reference%5Fguide/reference\\_guide.pdf](http://www.fldfs.com/aadir/reference%5Fguide/reference_guide.pdf)

#### **6. Full Compensation**

This fixed price contract entitles the Lead Agency to receive full compensation for the State funded portion of the fixed contract amount upon completion of all contract deliverables. Any disputes regarding the completion of contract deliverables are subject to the provisions of section D.1., Dispute Resolution.

#### **7. Earning Federal Funds**

The Lead Agency shall perform all activities and comply with all reporting requirements to ensure maximum federal fund earnings. Failure to earn the funds will result in a corresponding reduction of the total amount paid under this Contract.

#### **8. Match Requirements**

- a. To receive any Federal Promoting Safe and Stable Families (PSSF) grant dollars, the Lead Agency is responsible for a minimum local community match equal to twenty-five percent (25%) of the funds expended for this program. The Lead Agency shall identify how the local match requirement will be met. Allowable match can be in-kind or cash but the expenditure or use of such match must directly support the PSSF Program through the delivery of family preservation, family support services, time-limited family reunification, and adoption promotion and support services. The Lead Agency must document the receipt and expenditure of the required match during each State Fiscal Year. A monthly match report, which identifies the amount and type of match contributed and expended, must document what services the match supported.
- b. For Lead Agencies receiving Access and Visitation Grant Funds, the Lead Agency will document the proper expenditures and required 10% local community match for the Access and Visitation Grant. A monthly match report, which identifies the amount and type of match contributed and expended, must document what services the match supported.

## 9. Federal or State Audit

The amount of disallowance caused by the Lead Agency's failure to comply with state or federal regulations or the amount of any incorrect claim discovered in any federal or state audit shall be repaid to the department by the Lead Agency upon discovery.

## 10. Fees

No fees shall be imposed by the Lead Agency or subcontractors other than those set by the department and described in the current State of Florida Title XX Pre-Expenditure Report. Fees collected in compliance with the aforementioned report shall be deposited in a manner authorized by the department.

## 11. Renegotiation

The following renegotiation provisions and processes are agreed to by both parties:

- a. Subsection 409.1671(1)(a), F.S., requires the department to transfer all available funds, including federal funds for which Lead Agencies are eligible, and the Lead Agency shall earn, and that portion of state funds which is currently associated with the services that are being furnished under this Contract. The transfer must include funds appropriated and budgeted for all services and programs that have been incorporated into the project, including all management, capital (including current furniture and equipment) and administrative funds.
- b. This Contract may be renegotiated to increase the contract amount for additional budget authority supported solely by Federal earnings pursuant to the provisions of ss. 409.1671(8), F.S.
- c. This Contract may be renegotiated to increase the contract amount for additional budget authority appropriated by the Legislature.
- d. As permitted by s. 409.1671, F. S., increases in the dollar amount provided for in paragraphs b) and c) above do not require a corresponding increase in service as the Lead Agency is required to provide a comprehensive continuum of child welfare services to all clients referred.
- e. The department is obligated to pass on any additional program specific funds that are appropriated to the department for the Lead Agency. If additional funds are obtained they may increase the fixed price for the remainder of the applicable fiscal year.
- f. Any renegotiation to the terms of this Contract shall be documented via contract amendment.

## 12. Contract Renewal

This Contract may be renewed for one term not to exceed three years, or for the original term of the contract, whichever period is longer. Such renewal shall be made by mutual agreement and shall be contingent upon satisfactory performance evaluations as determined by the department and shall be subject to the availability of funds. Any renewal shall be in

writing and shall be subject to the same terms and conditions as set forth in the initial contract, including any amendments.

### **13. MyFloridaMarketPlace Transaction Fee**

This contract is exempt from **MyFloridaMarketPlace** transaction fee in accordance with Rule 60A-1.032(1)(d), F.A.C.

### **14. Additional Funds for Independent Living Services**

- a) The department will submit to the Governor and Legislature a budget request for FY 2010-11 and for all additional years covered by this contract to fully fund the statewide need for Independent Living including specific funding for Transitional Services.
- b) The department will fully collaborate with the Lead Agency and all other CBC lead agencies to advocate that the Legislature appropriate the full amount requested by the Governor for Independent Living.
- c) The department will guarantee that the Lead Agency will receive its full share of any and all funding appropriated for community-based care Independent Living services for FY 2010-11 and for all additional years covered by this contract. As used above, the term "full share" means, at any time, for direct services, the percentage of the total number of the Lead Agency's clients actually receiving Road to Independence Scholarship Funds statewide. Should the Legislature specifically appropriate funds for Transitional Services, the Lead Agency "full share" will be the percentage of the total number of the Lead Agency's clients actually receiving Transitional Services divided by the total number of all lead agency clients actually receiving Transitional Services statewide. It is the intent of the department to continue an allocation methodology for Independent Living funds that includes hold harmless provisions unless otherwise directed by the Legislature.

## **D. SPECIAL PROVISIONS**

### **1. Dispute Resolution**

- a) The parties agree to cooperate in resolving any differences in interpreting the contract. Within five (5) business days of the execution of this Contract, each party shall designate one person to act as its representative for dispute resolution purposes, and shall notify the other party of the person's name and business address and telephone number. Within five (5) business days from delivery to the designated representative of the other party of a written request for dispute resolution, the representatives will conduct a face to face meeting to resolve the disagreement amicably. If the representatives are unable to reach a mutually satisfactory resolution, either representative may request referral of the issue to the Chief Executive Officer (CEO) and the Circuit Administrator of the respective parties. Upon referral to this second step, the Chief Executive Officer (CEO) and the Circuit Administrator shall confer in an attempt to resolve the issue.

- b) If the Circuit Administrator and Chief Executive Officer (CEO) are unable to resolve the issue within ten (10) calendar days, the parties' appointed representatives shall meet within ten (10) business days and select a third representative. These three representatives shall meet within ten (10) business days to seek resolution of the dispute. If the representatives' good faith efforts to resolve the dispute fail, the representatives shall make written recommendations to the Secretary who will work with both parties to resolve the dispute. The parties reserve all their rights and remedies under Florida law.

## 2. Termination

Paragraph III. C.1. of the Standard Contract is deleted in its entirety, and the following language is inserted in lieu thereof:

"This contract may be terminated by either party without cause upon no less than one hundred and eighty (180) calendar days notice in writing to the other party unless a sooner time is mutually agreed upon in writing. Said notice shall be delivered by US Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery to the contract manager or the representative of the provider responsible for administration of the program. If either party terminates this contract without cause, that party shall coordinate a transition plan, as described in the **"CBC Termination Contingency Transition Plan"** (dated 07/01/07), which is incorporated herein by reference and is maintained on the department's website with the other party within thirty (30) calendar days of making such notification. This provision shall not limit the department's ability to terminate this contract for cause according to other provisions herein."

## 3. Fidelity Insurance

The Lead Agency shall secure a fidelity bond from a surety company licensed to do business within the State of Florida issued by a Florida licensed agent to ensure against any losses or mismanagement. This coverage shall be in addition to the requirements in paragraph I.G. of the Standard Contract, entitled Insurance. No payment shall be made to the provider until the fidelity bond is in place, and approved by the department in writing.

## 4. Fiscal Monitor

The department will conduct fiscal monitoring to provide financial oversight and ensure integrity regarding the Lead Agency's fiscal operations. This includes not just monitoring adherence to generally accepted accounting principles but also federal and state regulations regarding the appropriate use of the various funding streams included in the provider's services contract. The staff performing fiscal monitoring will be allowed full access to all of the Lead Agency's financial papers, accounting records and other documents it deems necessary to provide comprehensive and effective oversight.

## 5. Third Parties

This contract shall not be construed as providing any enforceable right to any third party.

## **6. Client Files**

The Lead Agency shall ensure the department's immediate access to client files and will supply copies of requested materials within one (1) business day of a request by the department unless a longer time is agreed upon between the parties.

## **7. Insurance**

During the existence of this Contract and any renewal(s) and extension(s) of it the Lead Agency agrees to maintain insurance in accordance with s. 409.1671, F.S., any subsequent amendments thereto, and the following requirements. During the existence of this contract and any renewal(s) and extension(s) of it, the Lead Agency shall maintain continuous adequate professional liability and directors' and officers' liability insurance coverage in accordance with the following requirements. The requirement for adequate professional liability and directors' and officers' liability insurance coverage applies to those subcontractors identified by the lead agency as having risk exposure. The Lead Agency agrees to require through contract that its subcontractors maintain insurance consistent with s. 409.1671, F.S., any subsequent amendments thereto, the foregoing provisions, and the following requirements. All such policies of insurance of the Lead Agency and its subcontractors shall name the department as an additional insured under the policy, be provided by insurers licensed or eligible to do business in Florida, and must require the Lead Agency to give the department written notice of any intention to cancel or refuse to renew the policy of the Lead Agency or its subcontractors at least thirty (30) calendar days prior to cancellation or nonrenewal. The Lead Agency shall be responsible for maintaining copies of all such policies and/or certificates of insurance for the Lead Agency and its subcontractors evidencing such insurance to be in full force and effect at all times during the term of the Contract. The Lead Agency shall provide the department with copies of the Lead Agency's policies and/or certificates of insurance and shall make copies of subcontractors' policies and/or certificates of insurance available to the department upon request. The Lead Agency agrees that it will provide its own defense against actions brought against it and through contract require that each of its subcontractors agree to provide its own defense against actions brought against it.

## **8. Leasing:**

Department of Management Services (DMS) Leases:

For DMS leased space sublet by the department to the Lead Agency, the Lead Agency agrees to remain in the DMS facility for a minimum of twelve (12) months after the effective date of this contract. The Lead Agency must give a minimum of six (6) months advance written notice if it wishes to vacate the DMS lease space. In the event the Lead Agency, the department, or DMS identifies a new tenant to occupy the Lead Agency's space in the DMS facility, the Lead Agency may vacate this space upon mutual agreement with the department. In the event the department subleases space to the Lead Agency, the Lead Agency may in turn sublease the space with prior written approval of the lessor and the department.

## **9. Venue for Any Court Action**

Venue for any court action relating to this contract is in Leon County, Florida.

## **10. Security Agreement**

Within forty-five (45) calendar days of the effective date of this Contract, the Lead Agency hereby agrees to develop and maintain a signed data security working agreement with the department.

## **11. Governance**

The Lead Agency shall be a Florida corporation not-for-profit with a principal office located in the geographic area served by the Lead Agency. 100% of the policy making, management and operational control of a non-governmental Lead Agency shall be vested in a Board of Directors whose membership shall be 100% community/non-partner members who reside in the geographic area served by the Lead Agency. The directors and officers of the Lead Agency shall have no business or financial ties to the Lead Agency, any of the providers that are part of the Lead Agency's provider network, or any suppliers that result in a personal financial gain to any director or officer.

## **12. Related Party Transactions and Conflict of Interest**

The Lead Agency's Board of Directors shall establish uniform and consistent policies to address **procurement** requirements for any related party transactions which include, at a minimum, the prohibition of any conflicts of interest among the Lead Agency, its staff, its Board of Directors, and its subcontractors.

## **13. Sponsorship Provision**

In the event the Lead Agency or its subcontractors meet the requirements of subsection 409.1671 (11), F.S., they are **exempt** from the "Sponsorship" provisions (paragraph I. O.) of the Standard Contract.

## **14. Pre-Service and Training for Protective Investigations and Child Welfare Legal Services**

The Lead Agency agrees to deliver pre-service training to the department's protective investigation staff in accordance with the department's Child Protection Professional Certification Program and as described in the "**Pre-Service and in-Service Training for Child Protective Investigators and Child Welfare Legal Services**" (dated 07/01/07), which is incorporated herein by reference and is maintained on the department's website. Specific funding is identified in Attachment II of this contract for this purpose. Any funds unexpended during any fiscal year from this fund source must be returned to the department no later than thirty (30) calendar days following each fiscal year. The department shall provide space for any CPI specific training needed during each training cycle.

## 15. Emergency Preparedness

In addition to the provisions in Paragraph I. AA of the Standard Contract, the Lead Agency agrees to incorporate further provisions to their emergency preparedness plan per the Child and Family Services Improvement Act of 2006 (Public Law 109-288), as follows:

- a. identify, locate, and continue availability of services for children under state care or supervision who are displaced or adversely affected by a disaster;
- b. respond, as appropriate, to new child welfare cases in areas adversely affected by a disaster, and provide services in those cases;
- c. remain in communication with caseworkers and other essential child welfare personnel who are displaced because of a disaster;
- d. preserve essential program records; and
- e. coordinate services and share information with other states.

An updated plan shall be submitted to the contract manager on a yearly basis, commencing one year from the date of acceptance of the initial plan.

## 16. Children's Mental Health Child Welfare Wraparound Funding

The Lead Agency agrees to deliver children's mental health services with funds identified in Attachment II of this Contract for this purpose. These funds shall be used to provide non-Medicaid reimbursable wraparound services to children with severe emotional disturbance and emotional disturbance, as defined pursuant to Sec. 1912 (c) of the Public Health Services Act, as amended by Public Law 102-321. These children are victims of abuse, and are in the physical care or custody of the state or at high risk for out-of-home placement. These services must be identified in the mental health treatment plan for the child or the service plan for the child as defined in s. 394.496, F.S., or the case plan for the child as described in s. 39.6011 and s. 39.6012, F.S.

17. Page 2, Standard Contract, paragraph F.2. is deleted in its entirety and the following paragraph is inserted in lieu thereof:
  2. To the extent permitted by Florida Law, the provider shall indemnify, save, defend, and hold the department harmless from any and all claims, demands, actions, causes of action of whatever nature or character, arising out of any act, actions, neglect, or omissions by the provider, its agents, employees and subcontractors during the performance or the operation of this contract or any subsequent modification. It is understood and agreed that the provider is not required to indemnify the department for claims, demands, actions or causes of action arising solely out of the department's negligence.

## E. LIST OF EXHIBITS

### Exhibit A, REPORTS

### Exhibit B, Children's Legal Services

Exhibit A - REPORTS			
The reports identified in this Exhibit shall be completed and submitted by the Lead Agency in accordance with the listed schedule. The current required format for such reports is identified below. The contract manager will notify the Lead Agency in writing of any changes to format or submission requirements.			
Report Title	Format	Frequency of Report	Submit to
	<b>Administrative Reports</b>		
Tangible Personal Property Inventory & Disposition Report	See the Tangible Personal Property Requirements (4/01/2009) and the Tangible Personal Property Inventory & Disposition Report (10/8/2008), which are incorporated herein by reference and is maintained on the department's website.	Must be completed for initial transfer of equipment, and annually on June 15 <sup>th</sup> thereafter.	Contract Manager
Contingency Transition Plan	See Contingency Transition Plan (7/1/07), which is incorporated herein by reference and is maintained on the department's website.	Within 6 months of contract execution and 6 months prior to any end date.	Contract Manager
Emergency Preparedness Plan (COOP)	Standard Contract, Sec. 1., Par. AA and F.S. Ch. 252 & Attachment. I.D. 15,	Annually, commencing one year from date of acceptance of initial plan.	Contract Manager
	<b>Programmatic Reports</b>		
Independent Living Transitional Services Critical Checklist	See Independent Living Transitional Services Critical Checklist (7/1/08), which is incorporated herein by reference and is maintained on the department's website.	As required in the implementation document dated 7/1/2008, which is incorporated herein by reference and is maintained on the department's website.	N/A Checklist results entered into statewide data base
Operation Full Employment Quarterly Data Summary	See Documentation and Reporting Requirement for Operation Full Employment Monthly Data Summary, which is incorporated herein by reference and is maintained on the department's website.	Quarterly, within 30 days after the beginning of each quarter: October 30 January 30 April 30 July 30	Contract Manager
Promoting Safe and Stable Families Narrative Report	See Promoting Safe and Stable Families Narrative Report (5/1/09), which is incorporated herein by reference and is maintained on the department's website.	Quarterly, within 30 days after the beginning of each quarter: October 30 January 30 April 30 July 30	Contract Manager
	<b>Federal Reporting &amp; Quality Management</b>		
Civil Rights Checklist	Must use Form CF 946.	Annually in May, no later than May 20 <sup>th</sup> .	Contract Manager
Child & Family Services Annual Progress and Service Report (APSR)	Instructions and format provided annually by Central Office. Informs the federal agency of the state's activities for prior federal fiscal years and of upcoming activities. Needed for release of federal funds.	Annually, by April 30 <sup>th</sup> .	Contract Manager
Child & Family Services Report (Title IV-B five year plan)	Instructions and format provided by Central Office. This report lays the groundwork for a system of coordinated, integrated, and culturally relevant family-focused child welfare services. Needed for release of federal funding.	Every five years. Next report due May 2014 and every 5 years thereafter.	Contract Manager
Annual Quality Management Plan		Annual review and revise as necessary, or a memo indicating no revisions are needed.	Contract Manager
Annual Report on Quality Improvement Plan Status	Template provided by the department (5/09), which is incorporated herein by reference and is maintained on the department's website.	Annually, within 10 business days after the end of the fiscal year.	Contract Manager

Report Title	Format	Frequency of Report	Submit to
Child Access and Visitation Local Service Provider Survey  Applies only to programs receiving federal grant funds	<p>See Child Access and Visitation Local Service Provider Survey (7/1/07), which is incorporated herein by reference and is maintained on the department's website.</p> <p><i>Directions for completing Report:</i> Complete the Child Access and Visitation Local Provider Survey Federal report (Word) format for Section A, B and C.</p> <p>Complete and submit the Child Access and Visitation Local Provider Survey Federal report in Excel format for Section D electronically. The required excel file is generated via the Florida State University (FSU) Clearinghouse on Supervised Visitation Program Database located at <a href="http://www.supvis.org">www.supvis.org</a>.</p> <p>To obtain a login code and password contact FSU Clearinghouse on Supervised Visitation, Karen Oehme at 850-644-6303.</p>	<p>Quarterly: 35 calendar days after end of the reporting period.</p> <p>Annually: By October 15<sup>th</sup>, covering previous federal fiscal year, 10/1-9/30</p>	Contract Manager
<b>Fiscal Reports</b>			
Semi-Annual Training Expenditure Reports	See Documentation and Reporting Requirement for Child Welfare Pre-Service and In-Service Training (7/1/06), which is incorporated herein by reference and is maintained on the department's website.	<p>Semi-Annually</p> <p>February 1, and August 1(or next business day).</p>	Contract Manager
Promoting Safe and Stable Families (PSSF) Monthly Match Funds Report	See Promoting Safe and Stable Families (PSSF) Monthly Match Funds Report Form (7/1/08), which is incorporated herein by reference and is maintained on the department's website.	Monthly; 20 calendar days after the end of the reporting month.	Contract Manager
Child Access and Visitation Grant Monthly Match Funds Report (For ALL Community Based Care Lead Agencies receiving Access and Visitation federal grant funds)	See Child Access and Visitation Monthly Match Funds Report (7/1/07), which is incorporated herein by reference and is maintained on the department's website.	Monthly; 20 calendar days after the end of the reporting month.	Contract Manager
Report of Trust Fund Totals by Client	Approved by Contract Manager.	Quarterly.	Contract Manager
"Interest Earned Quarterly Report"	See the Interest Earned Quarterly Report format (7/1/08) which is incorporated herein by reference and is maintained on the department's website.	Must be submitted to the department the beginning of each fiscal quarter, for the previous fiscal quarter, with the monthly invoice. CBC's who have opted to continue monthly interest payments do not have this reporting requirement.	Contract Manager
Cost Allocation Plan (CAP)	See the CBC Cost Allocation Template (7/1/08), which is incorporated herein by reference and maintained on the department's website.	Initially and by the date of the payment request for August of each State Fiscal Year, as well as when changes warrant a modification.	Contract Manager

Exhibit A- Continued

## Exhibit A-Continued

Report Title	Format	Frequency of Report	Submit to
State Funds Roll-forward Report (when roll forwards are available)	See State Funds Roll-forward Report format (8/1/08) which is incorporated herein by reference and is maintained on the department's website.	Shall be submitted on a monthly basis with the invoice to report on any expenditures of approved roll-forward amounts.	Contract Manager
CBC Monthly Actual Expenditure Report	See CBC Monthly Actual Expenditure Report format (9/1/08) which is incorporated herein by reference and is maintained on the department's website.	To be submitted monthly except the June Monthly Actual Expenditure Report that shall be submitted with the CBC Final Expenditure Report.	Contract Manager
CBC Final Expenditure Report	See CBC Final Expenditure Report format which is incorporated herein by reference and is maintained on the department's website.	To be submitted on the date of the payment request for September of each Fiscal Year.	Contract Manager
CBC Annual Budget by Service Category	See the CBC Annual Budget by Service Category format (9/8/08) which is incorporated herein by reference and is maintained on the department's website.	Must be reported within 20 calendar days from the date they receive the Schedule of Funds of each State Fiscal Year and when payment requests follow an amendment that revises the Schedule of Funds.	Contract Manager
CBC Functional Budget Template	See the CBC Functional Budget Template format (7/1/08) which is incorporated herein by reference and is maintained on the department's website.	Must be reported within 20 calendar days from the date they receive the Schedule of Funds of each State Fiscal Year.	Contract Manager
CBC Invoice	See CBC Invoice (7/1/08) which is incorporated by reference and maintained on the department's website.	Monthly, by the 20 <sup>th</sup> of the month (estimated pay for the following month).	Contract Manager

## Exhibit B- Children's Legal Services

### Introduction

**Shared Responsibility for the Protection of Children.** The State of Florida, through the Department of Children and Family Services ("the Department"), has the responsibility of protecting children who have been abused, abandoned and/or neglected by their parents or caregivers. The Children's Legal Services ("CLS") attorneys of the Department, together with the State's designated Community-Based-Care lead agencies, case management providers and the Department's Child Protective Investigators, are charged with carrying out that responsibility.

**The CLS Model.** CLS views itself as the prosecution arm of the dependency system and in its view the CLS attorneys can be analogized to that of the prosecutor. Like prosecutors, CLS attorneys do not simply serve as advocates, but are expected to pursue justice rather than simply seeking to prevail for their clients. CLS attorney duties are expressed in the Florida Statutes, Chapter 39 directive to ensure the health and safety of children and the integrity of families.

**The Community-Based Care Lead Agencies and their Service Providers are Critical to the Process.** The key partners and critical witnesses in any litigation involving children who may have been abused, abandoned, or neglected by their parents are the provider, their subcontracted service providers and the Department's Child Protective Investigators. Case managers and Child Protective Investigators are the experts in assessing risk, safety and determining which types of services are needed and therefore are critical partners and witnesses in every case. Their expertise is critical to determining the State's position with regard to the parent's ability to provide for the safety, well-being and permanency of their children.

**The Relationship Between CLS and the Provider and its Service Providers Must Be One of Cooperation.** CLS, the provider, its service providers, and the Department's Protective Investigators must work together at every stage of a child's case. All agree to proceed with a sense of urgency and that ensuring a child's safety, well-being and permanency are paramount. Thus, all agree that the relationship between CLS, the provider and its service providers must be one of true collaboration and partnership.

In recognition of the statements set forth above, this Exhibit sets the conditions, including obligations and responsibilities, under which CLS, the provider and its service providers (collectively, "provider") shall operate.

1. CLS has organized itself as a statewide law firm within the Department. CLS attorneys are employed by the Department and represent the State of Florida, acting through the Department in its *parens patriae* role, in fulfilling the duties as set forth in Chapter 39, F.S. CLS's duty in representing the State is to ensure the health, safety and well being of children and the integrity of families when they come into contact with the Department as a result of an allegation of abuse, abandonment or neglect.
2. CLS will be responsible for all legal services to be performed on behalf of the State of Florida in all Juvenile dependency and termination of parental rights proceedings governed by Chapter 39, F.S., the Florida Rules of Juvenile Procedure, Section 409.1451, F.S. governing Independent Living matters for children under eighteen (18) or otherwise

properly heard in dependency court as well as all proceedings pursuant to the Florida Rules of Appellate Procedure including but not limited to: shelter hearings, mediation, adjudicatory hearings, motions pertaining to care, placement, medication, modification of placements, protective supervision, foster care, case planning, judicial reviews, termination of parental rights and appeals of cases brought pursuant to Chapter 39, F.S.

3. All documents prepared and kept by the provider pertaining to any child in the dependency system will be made electronically available to CLS within a reasonable amount of time upon request from CLS. Thereafter, as the provider creates or receives additional documents, it shall make sure they are available electronically to the CLS attorney responsible for that child's case as well as any other CLS staff as requested by CLS. The provider shall be responsible for ensuring that the assigned CLS attorney receives and/or is notified in a timely manner of all reports, narratives, studies, materials, psychological and psychiatric reports, correspondence and any and all other documents of whatever nature resulting from or relating to the cases and investigation(s) which are the subject matter of each file. Timely receipt in this context shall mean on or before the time requirements contained in this Exhibit, Chapter 39 F.S., Juvenile Rules of Procedure, and the Florida Administrative Code.
4. Prior to any court hearing (timeframe may be mutually agreed upon locally), the CLS attorney and the assigned provider case manager must meet to discuss any case to be heard in court. The CLS attorney and case manager will together prepare for court and will pursue all opportunities to form a unified position. In the event that a unified position is not arrived at, local escalation is encouraged according to the chain of command beginning with the Managing Attorney, case management supervisor, provider leadership and further within the department if necessary. CLS has legal decision making authority pertaining to any dependency and termination of parental rights proceeding from inception to completion. This local escalation is specific to issues involving CLS and is to be used in place of any other dispute resolution set forth in any other agreement between the provider and the department.
5. CLS does not provide legal representation to the provider or any of its employees for any legal action, but rather works in collaboration with the provider and case management staff.
6. Reasonable oral or written notification to any provider employee shall suffice to mandate the employee's presence at any dependency or termination of parental rights court proceeding. CLS's issuance of a subpoena shall not be a prerequisite to obtain the appearance of a provider employee at such a proceeding.
7. All documents requested by CLS and prepared by the provider including but not limited to: JRSSRs, Pre-Disposition Studies, Family Assessments, Case Plans, Referrals, Permanency Goal Changes and Reports and Home Studies shall be in compliance with Chapter 39, F.S. and the Juvenile Rules of Procedure, and shall be fully completed at least ten (10) business days prior to hearing for review and/or filing.
8. The provider shall immediately notify CLS of any discovery request pertaining to a dependency or termination of parental rights proceeding made to the provider for any information or materials maintained by the provider. CLS shall comply with all discovery

requests. CLS will contact provider when necessary for CLS to comply with discovery request.

9. The provider agrees to payment of costs associated with the following items. The provider is not responsible for any costs associated with these services unless the moving party is CLS or the Office of the Attorney General/State Attorney's Office acting on behalf of the department. Costs associated with any of the following services initiated by a Protective Investigator prior to transferring the case to the provider through its intake process, remain the responsibility of the department.
  - a. Diligent Searches – The provider is responsible for all costs associated with conducting ongoing Diligent Searches as required by statute subsequent to the case being accepted by the provider including, but not limited to, internet search engine fees, database registry fees and postal costs.
  - b. Document Translations – The provider is responsible for the translation of individual service tasks included in case plans into foreign language as necessary. CLS is responsible for supplying the provider all legal documents and forms in English, Spanish, and Haitian Creole as they become available.
  - c. Paternity Testing Services – The provider is responsible for the cost of paternity testing occurring after the case is accepted by provider through its Intake Process. The provider will work with the department in order to obtain a state rate for paternity testing.
  - d. Professional/Expert Witnesses – The provider is responsible for the costs associated with all professional witness fees as they relate to placements of any type. The parties agree to continue the local protocol that requires that CLS obtain prior authorization from designated staff from the provider as it relates to SIPP placements. The provider is not responsible for costs associated with professional/expert witness testimony pertaining to legal issues such as competency or ability to testify.

The issue of which party is responsible for the costs arising from court appearances (by phone or in person) by physicians that prescribe children psychotropic medication has not been resolved. The parties agree to continue to meet in order to resolve this issue.

- e. Depositions – The provider is not responsible for this cost.
- f. Service of process – The provider is responsible for service of process for parents in Miami-Dade and Monroe counties. The provider is not responsible for costs associated with any other service of process.
- g. Publication – The provider is not responsible for this cost.
- h. Birth and Death Certificates – The provider is responsible for the costs associated with obtaining birth and death certificates for cases accepted by the provider through its intake process.
- i. Home Studies - The provider is responsible for the costs associated with performing home studies for cases accepted through the provider's intake process.

- j. Copies of all documents and reports for all required parties - provider and CLS shall mutually agree upon the division of responsibility as it pertains to the provision of copies of documents and reports for all required parties. Generally, the provider is responsible for providing copies of all documents and reports to required parties pertaining to the provision of case management services.
- 10. To the extent permitted by law, the provider shall maintain the confidentiality of CLS's legal opinions, mental impressions, conclusions or theories regarding litigation and commentary regarding litigation as privileged work product and shall not disclose without CLS express written permission. The provider shall implement necessary protocols to ensure that any notes within a case file relative to conversations with a CLS attorney maintain confidentiality as set forth above. CLS shall also maintain necessary protocols in all discussions with case managers and in the preparation of case strategies to ensure confidentiality for the provider as is referenced above for CLS. Nothing in this section shall contravene any provision of Florida Public Records Law or Chapter 39, F.S.
- 11. CLS shall ensure that provider employees are prepared for all court hearings, and provider shall ensure that such employees appear for preparation and court appearances on a timely basis. The use of case managers and/or CLS attorneys not assigned to a case for courtroom appearances is strongly discouraged.
- 12. Prior to any request for CLS to prepare a motion and order for extraordinary medical care and treatment such as prescribing psychotropic medication, the provider shall use all reasonable efforts to assist the attending physician in obtaining written express and informed consent for the provision of the required psychotropic medication or treatment from a biological parent or legal custodian.
- 13. In the event the provider determines it is unable to comply with a court order, the provider shall immediately notify the CLS attorney responsible for that case in writing, explaining why the provider is unable to comply. As a courtesy and at the request of the provider, CLS will notify the court of the provider's inability to comply and the reason for such inability, and if CLS is of the legal opinion that the circumstances justify relief from the order or part of it or a delay in compliance, it will request such relief. If CLS is not of such a legal opinion, it shall timely notify provider so it may determine how to represent its interests before the court. CLS will ensure that all court orders are received by the provider as soon as feasible after the receipt of such orders by CLS.
- 14. The provider is responsible for attesting to the completed Diligent Search Affidavit and shall provide CLS with the physical address for all known parents. The provider shall conduct all diligent searches in an ongoing fashion to locate and identify any missing parent(s) and the diligent search efforts shall continue until excused by the court or by Chapter 39, F.S. Provider agrees to establish a point of contact for Diligent Searches. In applicable cases the Department's Protective Investigators are responsible for initiating the Diligent Search process prior to any case being assigned to the provider.
- 15. Adoptions. In an effort to expedite adoptions, CLS and the provider will work together and share all necessary information regarding the status of all adoptions.

- a) The provider shall be responsible for meeting all requirements regarding adoptions as required by law.
- b) CLS shall expedite the pre-adoption legal review necessary to issue a clearance prior to adoption finalization.
- c) The provider is responsible for convening, managing and the presentation of all potential adoptions to an Adoption Review Committee as provided by Florida Administrative Code.

16. In addition to this Exhibit, CFOP 175-15 should be consulted for further guidance. If there is a direct conflict between this Exhibit and CFOP 175-15, this Exhibit shall govern.

**Attachment II-A**  
**CBC Schedule of Funds**  
**Our Kids of Miami-Dade/Monroe, Inc. - Contract # KJ114**  
**FY 2009-10 as of 07/01/2009**

<b>Section A and B</b>	<b>Other Cost Accumulators</b>	<b>Federal</b>	<b>State</b>	<b>Total</b>
Other Fund Sources	Multiple			69,866,577
<b>Subtotal Sections A and B</b>				<b>69,866,577</b>
<b>Section C</b>				
Maintenance Adoption Subsidies and Non Recurring Expenses	WR001/MP000 WO006/39MAS			16,295,493
Independent Living Services - Chafee Administration Eligible and Other	CH0AT/CHT0T KRE00/CHF0T	1,000,960	250,244	1,251,204
Chafee Road to Independence - Scholarship	CHFSS	889,553	222,388	1,111,941
Chafee ETV and Road to Independence	ETVSS/ETV0T	678,609	169,650	848,259
All State Funded Independent Living Services	KRI00/SFAG0 SFSIL/SF0SS SFTRB/SFT0T SFSRA/SF0AT		5,117,976	5,117,976
Medicaid Administration	PR005	109,670	109,670	219,340
State Access and Visitation	PRSAV	41,355		41,355
SSFA Family Preservation	PRE04	614,489		614,489
SSFA Family Support	PRE06	413,012		413,012
SSFA Time Limited Reunification	PRE11	146,822		146,822
SSFA Adoption	PRE12	573,340		573,340
SSFA Community Facilitation IH	PRE13			-
SSFA Community Facilitation OOH	PRE14			-
PI Training	BAT00	43,384	113,616	157,000
Children's Mental Health CW Wraparound	19MCB			1,559,624
Casey Foundation Funding – Foster Care Redesign	PRFCR			-
Legislatively Mandated Special Projects				-
<b>Subtotal Section C</b>				<b>28,349,855</b>
<b>Total All Fund Sources</b>				<b>98,275,570</b>

**Attachment II-B**  
**CBC Schedule of Funds**  
**Our Kids of Miami-Dade/Monroe, Inc. - Contract # KJ114**  
**FY 2010-11 as of 07/01/2010**

<b>Section A and B</b>	<b>Other Cost Accumulators</b>	<b>Federal</b>	<b>State</b>	<b>Total</b>
Other Fund Sources	Multiple			TBD
<b>Subtotal Sections A and B</b>				TBD
<b>Section C</b>				
Maintenance Adoption Subsidies and Non Recurring Expenses	WR001/MP000 WO006/39MAS			TBD
Independent Living Services - Chafee Administration Eligible and Other	CH0AT/CHT0T KRE00/CHF0T			TBD
Chafee Road to Independence - Scholarship	CHFSS			TBD
Chafee ETV and Road to Independence	ETVSS/ETV0T			TBD
All State Funded Independent Living Services	KRI00/SFAG0 SFSIL/SF0SS SFTRB/SFT0T SFSRA/SF0AT			TBD
Medicaid Administration	PR005			TBD
State Access and Visitation	PRSAV			TBD
SSFA Family Preservation	PRE04			TBD
SSFA Family Support	PRE06			TBD
SSFA Time Limited Reunification	PRE11			TBD
SSFA Adoption	PRE12			TBD
SSFA Community Facilitation IH	PRE13			TBD
SSFA Community Facilitation OOH	PRE14			TBD
PI Training	BAT00			TBD
Children's Mental Health CW Wraparound	19MCB			TBD
Casey Foundation Funding – Foster Care Redesign	PRFCR			TBD
Legislatively Mandated Special Projects				TBD
<b>Subtotal Section C</b>				TBD
<b>Total All Fund Sources</b>				TBD

**Attachment II-C**  
**CBC Schedule of Funds**  
**Our Kids of Miami-Dade/Monroe, Inc. - Contract # KJ114**  
**FY 2011-12 as of 07/01/2011**

Section A and B	Other Cost Accumulators	Federal	State	Total
Other Fund Sources	Multiple			TBD
<b>Subtotal Sections A and B</b>				TBD
<b>Section C</b>				
Maintenance Adoption Subsidies and Non Recurring Expenses	WR001/MP000 WO006/39MAS			TBD
Independent Living Services - Chafee Administration Eligible and Other	CHOAT/CHT0T KRE00/CHF0T			TBD
Chafee Road to Independence - Scholarship	CHFSS			TBD
Chafee ETV and Road to Independence	ETVSS/ETV0T			TBD
All State Funded Independent Living Services	KRI00/SFAG0 SFSIL/SF0SS SFTRB/SFT0T SFSRA/SF0AT			TBD
Medicaid Administration	PR005			TBD
State Access and Visitation	PRSAV			TBD
SSFA Family Preservation	PRE04			TBD
SSFA Family Support	PRE06			TBD
SSFA Time Limited Reunification	PRE11			TBD
SSFA Adoption	PRE12			TBD
SSFA Community Facilitation IH	PRE13			TBD
SSFA Community Facilitation OOH	PRE14			TBD
PI Training	BAT00			TBD
Children's Mental Health CW Wraparound	19MCB			TBD
Casey Foundation Funding – Foster Care Redesign	PRFCR			TBD
Legislatively Mandated Special Projects				TBD
<b>Subtotal Section C</b>				TBD
<b>Total All Fund Sources</b>				TBD

**Attachment II-D**  
**CBC Schedule of Funds**  
**Our Kids of Miami-Dade/Monroe, Inc. - Contract # KJ114**  
**FY 2012-13 as of 07/01/2012**

<b>Section A and B</b>	<b>Other Cost Accumulators</b>	<b>Federal</b>	<b>State</b>	<b>Total</b>
Other Fund Sources	Multiple			TBD
<b>Subtotal Sections A and B</b>				TBD
<b>Section C</b>				
Maintenance Adoption Subsidies and Non Recurring Expenses	WR001/MP000 WO006/39MAS			TBD
Independent Living Services - Chafee Administration Eligible and Other	CH0AT/CHT0T KRE00/CHF0T			TBD
Chafee Road to Independence - Scholarship	CHFSS			TBD
Chafee ETV and Road to Independence	ETVSS/ETV0T			TBD
All State Funded Independent Living Services	KRI00/SFAG0 SFSIL/SF0SS SFTRB/SFT0T SFSRA/SF0AT			TBD
Medicaid Administration	PR005			TBD
State Access and Visitation	PRSAV			TBD
SSFA Family Preservation	PRE04			TBD
SSFA Family Support	PRE06			TBD
SSFA Time Limited Reunification	PRE11			TBD
SSFA Adoption	PRE12			TBD
SSFA Community Facilitation IH	PRE13			TBD
SSFA Community Facilitation OOH	PRE14			TBD
PI Training	BAT00			TBD
Children's Mental Health CW Wraparound	19MCB			TBD
Casey Foundation Funding – Foster Care Redesign	PRFCR			
Legislatively Mandated Special Projects				TBD
<b>Subtotal Section C</b>				TBD
<b>Total All Fund Sources</b>				TBD

**Attachment II-E**  
**CBC Schedule of Funds**  
**Our Kids of Miami-Dade/Monroe, Inc. - Contract # KJ114**  
**FY 2013-14 as of 07/01/2013**

<b>Section A and B</b>	<b>Other Cost Accumulators</b>	<b>Federal</b>	<b>State</b>	<b>Total</b>
Other Fund Sources	Multiple			TBD
<b>Subtotal Sections A and B</b>				TBD
<b>Section C</b>				
Maintenance Adoption Subsidies and Non Recurring Expenses	WR001/MP000 WO006/39MAS			TBD
Independent Living Services - Chafee Administration Eligible and Other	CHOAT/CHT0T KRE00/CHF0T			TBD
Chafee Road to Independence - Scholarship	CHFSS			TBD
Chafee ETV and Road to Independence	ETVSS/ETV0T			TBD
All State Funded Independent Living Services	KRI00/SFAG0 SFSIL/SFOSS SFTRB/SFT0T SFSRA/SF0AT			TBD
Medicaid Administration	PR005			TBD
State Access and Visitation	PRSAV			TBD
SSFA Family Preservation	PRE04			TBD
SSFA Family Support	PRE06			TBD
SSFA Time Limited Reunification	PRE11			TBD
SSFA Adoption	PRE12			TBD
SSFA Community Facilitation IH	PRE13			TBD
SSFA Community Facilitation OOH	PRE14			TBD
PI Training	BAT00			TBD
Children's Mental Health CW Wraparound	19MCB			TBD
Casey Foundation Funding – Foster Care Redesign	PRFCR			
Legislatively Mandated Special Projects				TBD
<b>Subtotal Section C</b>				TBD
<b>Total All Fund Sources</b>				TBD

### ATTACHMENT III

### CERTIFICATION REGARDING LOBBYING

#### CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required verification shall be subject to a civil penalty of not less than \$10,000 and not more than \$1 [REDACTED]

Signature

Frances P. Allegro

Date

KJ114

Name of Authorized Individual

Contract Number

Our Kids of Miami-Dade/Monroe, Inc. 401 NW 2<sup>nd</sup> Ave. 10<sup>th</sup> Floor South Tower, Miami, FL

Name and Address of Organization

Contracts Dept./Data

6/12/09

Reviewed for fiscal requirements:  
recommended for approval:

8/12/2009  
Our Kids of Miami-Dade/Monroe, Inc.

SNR0809CBC01  
KJ114

Finance Dept. 65-1a

## ATTACHMENT IV

The administration of resources awarded by the Department of Children & Families to the provider may be subject to audits as described in this attachment.

### MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised, the department may monitor or conduct oversight reviews to evaluate compliance with contract, management and programmatic requirements. Such monitoring or other oversight procedures may include, but not be limited to, on-site visits by department staff, limited scope audits as defined by OMB Circular A-133, as revised, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures deemed appropriate by the department. In the event the department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the department regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the department's inspector general, the state's Chief Financial Officer or the Auditor General.

### AUDITS

#### **PART I: FEDERAL REQUIREMENTS**

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

In the event the recipient expends \$500,000 or more in Federal awards during its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. In determining the Federal awards expended during its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Children & Families. The determination of amounts of Federal awards expended should be in accordance with guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part. In connection with the above audit requirements, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

The schedule of expenditures should disclose the expenditures by contract number for each contract with the department in effect during the audit period. The financial statements should disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due the department shall be fully disclosed in the audit report package with reference to the specific contract number.

## **PART II: STATE REQUIREMENTS**

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

In the event the recipient expends \$500,000 or more in state financial assistance during its fiscal year, the recipient must have a State single or project-specific audit conducted in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended during its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Children & Families, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

In connection with the audit requirements addressed in the preceding paragraph, the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 or 10.650, Rules of the Auditor General.

The schedule of expenditures should disclose the expenditures by contract number for each contract with the department in effect during the audit period. The financial statements should disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due the department shall be fully disclosed in the audit report package with reference to the specific contract number.

## **PART III: REPORT SUBMISSION**

Any reports, management letters, or other information required to be submitted to the department pursuant to this agreement shall be submitted within 180 days after the end of the provider's fiscal year or within 30 days of the recipient's receipt of the audit report, whichever occurs first, directly to each of the following unless otherwise required by Florida Statutes:

- A. Contract manager for this contract (2 copies)
- B. Department of Children & Families ( 1 electronic copy and management letter, if issued )  
Office of the Inspector General  
Single Audit Unit  
Building 5, Room 237  
1317 Winewood Boulevard  
Tallahassee, FL 32399-0700

Email address: single\_audit@dcf.state.fl.us

C. Reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this agreement shall be submitted, when required by Section .320(d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to the Federal Audit Clearinghouse using the Federal Audit Clearinghouse's Internet Data Entry System at:

<http://harvester.census.gov/fac/collect/ddeindex.html>

and other Federal agencies and pass-through entities in accordance with Sections .320(e) and (f), OMB Circular A-133, as revised.

D. Copies of reporting packages required by Part II of this agreement shall be submitted by or on behalf of the recipient directly to the following address:

Auditor General  
Local Government Audits/342  
Claude Pepper Building, Room 401  
111 West Madison Street  
Tallahassee, Florida 32399-1450

Email address: [flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us)

Providers, when submitting audit report packages to the department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit or for-profit organizations), Rules of the Auditor General, should include, when available, correspondence from the auditor indicating the date the audit report package was delivered to them. When such correspondence is not available, the date that the audit report package was delivered by the auditor to the provider must be indicated in correspondence submitted to the department in accordance with Chapter 10.558(3) or Chapter 10.657(2), Rules of the Auditor General.

#### **PART IV: RECORD RETENTION**

The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of six years from the date the audit report is issued and shall allow the department or its designee, Chief Financial Officer or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the department or its designee, Chief Financial Officer or Auditor General upon request for a period of three years from the date the audit report is issued, unless extended in writing by the department.

**Exhibit 1 (Post Award Notice) is attached as a reference document only**

**Exhibit 1-to Attachment IV**

**POST AWARD NOTICE OF FEDERAL AWARDS AND STATE FINANCIAL ASSISTANCE**

**PROVIDER NAME :**

**CONTRACT #**

**PURPOSE:** Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require information about Federal programs and State projects be provided to the recipient. Information contained herein is a prediction of funding sources and related amounts based on the contract budget.

**I. FEDERAL FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

**Specific compliance requirements for Federal funds awarded pursuant to this agreement can be found in OMB Circular A-133, Appendix B: Compliance Supplement at [www.whitehouse.gov/omb/circulars](http://www.whitehouse.gov/omb/circulars).**

**II. STATE FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

**A. MATCHING FUNDS FOR FEDERAL PROGRAMS:**

State funds reported above may include maintenance of effort funding. This occurs when a CFDA number is associated with state funds used to meet federal maintenance of effort requirements.

**B. STATE FUNDS SUBJECT TO SECTION 215.97, FLORIDA STATUTES:**

**Specific compliance requirements for the State financial assistance awarded pursuant to this agreement can be found in Part Four: State Project Compliance Requirements of the Florida Single Audit Act at**

**[www.myflorida.com/myflorida/government/governorinitiatives/fsaa/index.html](http://www.myflorida.com/myflorida/government/governorinitiatives/fsaa/index.html)**

**C. STATE FUNDS AWARDED NOT INCLUDED ABOVE:**

Compliance requirements applicable to these funds can be found in the contract.

## ATTACHMENT V

### TITLE IV-E WAIVER STATEMENT OF ASSURANCES

The Lead Agency agrees to the applicable Terms and Conditions of the State of Florida's WAIVER AUTHORITY (dated April 3, 2006) which is incorporated herein by reference and maintained on the department's website. The Waivers are for the following provisions of the Social Security Act and Program Regulations are provided to the State of Florida to operate a child welfare demonstration project:

- Section 472 (a) – Expanded Eligibility: To allow the State to expend title IV-E funds for children and families who are not normally eligible under Part E of title IV of the Act as described in the Terms and Conditions.
- Section 474(a)(1) – Regarding the calculation of payments to States for foster care maintenance expenses.
- Section 474(a)(3)(E) and 45 CFR 1356.60(c)(3) – Expanded Services: To allow the State to make payments for services that will be provided that are not normally covered under Part E of title IV of the Act; and to allow the State to use title IV-E funds for these costs and services as described in the Terms and Conditions, Section 2.0.
- All waivers are granted only to the extent necessary to accomplish the project as described in the Terms and Conditions.

The Lead Agency agrees that its compliance with the Terms and Conditions referenced above is fundamental to the implementation of the Waiver authority. The Lead Agency recognizes that failure to operate the demonstration as approved and according to Federal and State statutes and regulations may result in withdrawal of waiver authority

### OVERALL GOALS OF THE WAIVER

The Lead Agency agrees that in implementing the authorized services under the Waiver Terms and Conditions the overall goal is based on the ability to increase the array, intensity and accessibility of child welfare services that improve safety, permanency, and well-being outcomes for children who are in or at risk of entering out-of-home placement. The Lead Agency agrees that the overall goals of the waiver demonstration are to:

- Improve child and family outcomes through the flexible use of title IV-E funds;
- Provide a broader array of community-based services, and increase the number of children eligible for services; and
- Reduce administrative costs associated with the provision of child welfare services by removing current restrictions on title IV-E eligibility and on the types of services that may be paid for using title IV-E funds.

The Lead Agency agrees to maintain the contractually required contact between case managers and children and their families and source documentation that provides a mechanism for regular review of progress towards achieving each child and family's safety, well-being, and permanency goals.

The Lead Agency agrees to expand the array of community-based services and programs using title IV-E funds as outlined in the Waiver Terms and Conditions. Expanded services, supports, and programs may include, but are not limited to:

- Early intervention services in situations of developing family need to prevent crises that jeopardize child safety and well-being;
- One-time payments for goods or services that reduce short-term family stressors and help divert children out-of-home placement (e.g., payments for housing, child care, etc.);
- Evidence-based, interdisciplinary, and team-based in-home services to prevent out-of-home placement;
- Services that promote expedited permanency through reunification when feasible, or other permanency options as appropriate;
- Enhanced training for child welfare staff and supervisors in service delivery and supervisory practices;
- Improved needs assessment practices that take into account the unique circumstances and characteristics of children and families; and
- Long term supports for families to prevent placement recidivism.

#### DOCUMENTATION AND REPORTING REQUIREMENTS

- The Lead Agency agrees to document progress of implementation on a monthly basis including a basic update on the status of activities or tasks implemented as part of the IV-E Waiver Demonstration and any problems encountered that may have an impact on the implementation of the desired services
- The Lead Agency agrees to all financial reporting requirements as described in this contract.

#### EVALUATION

The Lead Agency agrees to cooperate with the independent evaluator and assures the provision of all data and information required by the federally approved Evaluation Plan.

This ASSURANCE is a material representation of fact upon which reliance was placed when this



Signature

Frances P. Allegra

Date

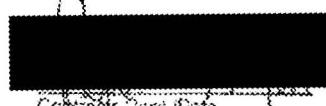
KJ114

Name of Authorized Individual

Contract Number

Our Kids of Miami-Dade/Monroe, Inc. 401 NW 2<sup>nd</sup> Ave 10<sup>th</sup> Floor South Tower, Miami, FL

Name and Address of Organization



(b)(6)

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